BENGALURU METROPOLITAN TRANSPORT CORPORATION
CENTRAL OFFICES :: BANGALORE-27
Mech Engineering Dept

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# Tender documents two cover system

**Tender No.** BMTC/2023-24/IND0052

# Tender for the supply of 820 Nos. Diesel New BS-VI fully built City buses required for Bengaluru Metropolitan Transport Corporation (BMTC)

Through e-Procurement Portal, Government of Karnataka
http://kppp.karnataka.gov.in

**Tender Inviting Authority:**

Chief Mechanical Engineer,
BMTC, Central Office,
Mechanical Engineering Department,
K.H. Road, Shanthi Nagar, Bengaluru-27
e-mail: cme@mybmtc.com
(Ph. No. 7760529696)

# TENDERS FOR,

**The supply of 820 Nos. new BS-VI diesel fuelled fully built city type buses to Bengaluru Metropolitan Transport Corporation (BMTC)**

| | |
|---|---|
| **TENDER REFERENCE** | : BMTC/2023-24/IND0051 Dtd.08.02.2024 |
| **PRE BID MEETING Date & time:** | : 13.02.2024 at 11.30 hrs |
| **LAST DATE AND TIME FOR SUBMISSION OF TENDER FORM THROUGH E-PROCUREMENT PORTAL** https://eproc.karnataka.gov.in/ | : 17.02.2024 up to 17.30 hrs |
| **OPENING OF PREQUALIFICATION OFFERS** | : 19.02.2024 at 11.00 hrs |
| **OPENING OF COMMERCIAL (FINANCIAL BID) OFFERS** | : 21.02.2024 at 11.00 hrs |

# TENDERS FOR

**The supply of 820 Nos. new BS-VI diesel fuelled fully built city type buses to Bengaluru Metropolitan Transport Corporation (BMTC)**

## SECTION I. INVITATION FOR TENDERS (IFT)

Date : 08.02.2024

IFT No. : Tender No _____ Dtd. 08.02.2024

1. The Bangalore Metropolitan Transport Corporation (BMTC) as Purchaser invites tenders from eligible tenderers for the supply of fully built City type buses fitted with BS-VI norm engines hereinafter referred as goods.
2. The tenderers may submit tenders for any or all of the goods given above. Tenderers are advised to note the qualification criteria specified in Section VII to qualify for award of the contract.
3. Tender documents are available in the e-procurement portal https://kppp.karnataka.gov.in/ from 08.02.2024
4. Tenders must be accompanied by Earnest Money Deposit in the form and amount specified in the tender document.
5. Tenders must be submitted through e-procurement portal only within the due date 17.02.2024 and time up to 17.30 hrs or as amended if any.
6. Other details can be seen in the tender documents.

# SECTION II: INSTRUCTIONS TO TENDERERS

## TABLE OF CLAUSES


| Clause No | Topic No | Page No |
|---|---|---|
| | **A. Introduction** | |
| 1 | Eligible Tenderer | 5 |
| 2 | Cost of Tendering | 5 |
| | **B. Tender Documents** | |
| 3 | Contents of Tender Documents | 5 |
| 4 | Clarification of Tender Documents | 6 |
| 5 | Amendment of Tender Documents | 6 |
| | **C. Preparation of Tenders** | |
| 6 | Language of Tender | 6 |
| 7 | Documents Constituting the Tender | 6 |
| 8 | Tender Form | 6 |
| 9 | Tender Price | 7 |
| 10 | Tender Currency | 7 |
| 11 | Documents Establishing Tenderer's Eligibility and Qualifications | 7 |
| 12 | Documents Establishing Goods Eligibility and Conformity to Tender Documents | 8 |
| 13 | Earnest Money Deposit | 8 |
| 14 | Period of Validity of Tenders | 9 |
| 15 | Format for Signing Tenders | 9 |
| | **D. Submission of Tenders** | |
| 16 | Sealing and Marking of Tender | 9 |
| 17 | Deadline for Submission of tenders | 10 |
| 18 | Late Tenders | 10 |
| 19 | Modification and Withdrawal of tenders | 10 |
| | **E. Tenders Opening and Evaluation of Tenders** | |
| 20 | Opening of Tender by Purchaser | 10 |
| 21 | Clarification of Tenders | 11 |
| 22 | Preliminary Examination | 11 |
| 23 | Evaluation and Comparison of Tenders | 11 |
| 24 | Contracting the Tenders | 13 |
| | **F. Award of Contract** | |
| 25 | Pre Qualification | 14 |
| 26 | Award Criteria | 14 |
| 27 | Purchaser's Right to Vary Quantities at Time of Award | 14 |
| 28 | Purchaser's Right to Accept any Tender and to Reject any or all Tenders | 14 |
| 29 | Notification of Award | 14 |
| 30 | Signing of Contract | 14 |
| 31 | Performance Security | 15 |
| 32 | Corrupt Fraudulent Practices | 15 |
| 33 | Tenderers of certain countries which share land borders with India | 16 |

# SECTION II: INSTRUCTION TO TENDERERS

## A. Introduction

### 1. Eligible Tenderers

1.1. Tenderers should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

1.2. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka

### 2. Cost of Tendering:

2.1. The Tenderer shall bear all costs associated with the preparation and submission of its tender and Bangalore Metropolitan Transport Corporation (BMTC), Tender Inviting Authority hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the tender process.

## B. The Tender Documents

### 3. Contents of Tender Documents

3.1. The goods required, tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders SECTION-I, the tender documents include:

| | | |
|---|---|---|
| A | Instruction to Tenderers (ITT) | **Section II** |
| B | General Conditions of Contract (GCC) | **Section III** |
| C | Special Conditions of Contract (SCC) | **Section IV** |
| D | Schedule of Requirements | **Section V** |
| E | Technical Specifications | **Section VI** |
| F | Qualification Criteria | **Section VII** |
| G | Tender Form | **Section VIII** |
| H | Earnest Money Deposit Bank Guarantee Form | **Section IX** |
| I | Contract Form | **Section X** |
| J | Performance Security Bank Guarantee Form | **Section XI** |
| K | Proforma for performance statement for the last five years | **Section XII** |
| L | Manufacturers Authorization Form | **Section XIII** |
| M | Proforma for equipment and Quality Control employed by the Manufacturer | **Section XIV** |
| N | Chartered Accountant Certificate | **Section XV** |
| O | Format of Power of Attorney | **Section XVI** |
| P | Declaration-I, Lowest price | **Section XVII** |
| Q | Guidelines and Declaration (Declaration-II), regarding land border sharing | **Section XVIII** |
| R | Declaration-III, adherence to terms and | **Section XIX** |

| | | |
|---|---|---|
| | conditions | |
| S | Declaration-IV, towards submission of type approval | **Section XX** |
| T | Fuel performance guarantee undertaking | **Section XXI** |
| U | Adherence to environmental management system | **Section XXII** |
| V | Anti Black Listing Certificate | **Section XXIII** |

3.2. The Tenderer is expected to examine all instructions, forms, terms, and specifications in the tender documents. Failure to furnish all information required by the tender documents or submission of a tender not substantially responsive to the tender documents in every respect will be at the Tenderer's risk and may result in rejection of its tender.

**4. Clarification of Tender Documents**

4.1. A prospective Tenderer requiring any clarification of the tender documents may notify the Purchaser in writing /email at the Purchaser's mailing address indicated in the Invitation for Tenders. The Purchaser will respond in writing to any request for clarification of the tender documents which it receives before the Pre-bid meeting date. The Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be notified in the e-procurement portal.

**5. Amendment of Tender Document**

5.1. At any time prior to the deadline for submission of tenders, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer, modify the tender documents by amendment.

5.2. The amendment to the tender documents, if any, will be notified in the e-procurement portal.

5.3. In order to allow prospective tenderers reasonable time in which to take the amendment into account in preparing their tenders, the Purchaser, at its discretion, may extend the deadline for the submission of tenders.

## C. Preparation of Tenders

**6. Language of Tender**

6.1. The tender prepared by the Tenderer, as well as all correspondence and documents relating to the tender exchanged by the Tenderer and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

**7. Documents Constituting the Tender**

7.1. The tender prepared by the Tenderer shall comprise the following components:

(a) The Tender Form completed in accordance with ITT Clauses 8, 9 and 10;

(b) Documentary evidence established in accordance with ITT Clause 11 that the Tenderer is eligible to tender and is qualified to perform the contract if its tender is accepted;

(c) Documentary evidence established in accordance with ITT Clause 12 that the goods and ancillary services to be supplied by the Tenderer are eligible goods and services and conform to the tender documents; and

(d) Earnest money deposit furnished in accordance with ITT Clause 13.

**8. Tender Form**

8.1. The Tenderer shall complete the Tender Form furnished in the tender documents, indicating the goods to be supplied, a brief description of the goods, their country of origin, quantity.

**9. Tender Prices**

9.1 The Tenderer shall indicate end rates per accounting unit (in the Price Schedule of the e-procurement portal) for the goods it proposes to supply under the Contract. The Prices should be for destination basis. The discount, packing, forwarding, freight charges, insurance, door delivery and unloading Charges at the purchaser premises and other incidental charges should be included in the basic rate. The end rate inclusive of all taxes (IN INDIAN RUPEES) shall be uploaded by the bidder in the e-procurement portal.

However, tenderers shall quote for the complete requirement of goods and services specified on a single responsibility basis, failing which such tenders will not be taken into account for evaluation and will not be considered for award.

9.2 Prices indicated on the Price Schedule shall include the following:

(i) the price of the goods, quoted (ex-works, ex-factory, ex-showroom, ex-warehouse, or off-the-shelf, as applicable), including all duties, Goods and Service Tax (GST), sales and other taxes already paid or payable
   a. on components and raw material used in the manufacture or assembly of goods quoted ex-works or ex-factory; or

   b. on the previously imported goods of foreign origin quoted ex-showroom, ex-warehouse or off-the- shelf.

(ii) any Indian duties, sales and other taxes which will be payable on the goods if this Contract is awarded;

(iii) the price for inland transportation, insurance and other local costs incidental to delivery of the goods to their final destination; and

(iv) the price of other incidental services listed in Clause 4 of the Special Conditions of Contract.

9.3 The Tenderer's separation of the price components in accordance with ITT Clause 9.2 above will be solely for the purpose of facilitating the comparison of tenders by the Purchaser and will not in any way limit the Purchaser's right to contract on any of the terms offered.

9.4 Prices quoted by the Tenderer shall be fixed during the Tenderer's performance of the Contract and not subject to variation on any account. A tender submitted with an adjustable price quotation will be treated as non-responsive and rejected, pursuant to ITT Clause 22.

**10. Tender Currency**

10.1. Prices shall be quoted in Indian Rupees:

**11. Documents Establishing Tenderer's Eligibility and Qualifications**

11.1. Pursuant to ITT Clause 7, the Tenderer shall furnish, as part of its Tender, documents establishing the Tenderer's eligibility to tender and its qualifications to perform the Contract if its tender is accepted

11.2. The documentary evidence of the Tenderer's qualifications to perform the Contract if its tender is accepted, shall establish to the Purchaser's satisfaction:

(a) that, in the case of a Tenderer offering to supply goods under the contract which the Tenderer do not manufacture or otherwise produce, the Tenderer has to duly authorize for the same as per authorization form in Section - XIII.

(b) that the Tenderer has the financial, technical, and production capability necessary to perform the Contract and meets the criteria outlined in the Qualification requirements specified in Section VII. To this end, all tenders submitted shall include the following information:
   (i) The legal status, place of registration and principal place of business of the company or firm or partnership, etc.;
   (ii) Details of experience and past performance of the tenderer on equipment offered and on those of similar nature within the past three years and details of current contracts in hand and other commitments (suggested proforma given in Section XII);

**12. Documents Establishing Goods' Eligibility and Conformity to Tender Documents**

12.1. Pursuant to ITB Clause 7, the Tenderer shall furnish, as part of its tender, documents establishing the eligibility and conformity to the tender documents of all goods and services which the tenderer proposes to supply under the contract..

12.2. The documentary evidence of conformity of the goods and services to the tender documents may be in the form of literature, drawings and data, and shall consist of :

(a) a detailed description of the essential technical and performance

characteristics of the goods

(b) a list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the goods for a period of two years, following commencement of the use of the goods by the Purchaser; and

(c) an item-by-item commentary on the Purchaser's Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

12.3. For purposes of the commentary to be furnished pursuant to ITT Clause 12.2(c) above, the Tenderer shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Purchaser in its Technical Specifications are intended to be descriptive only and not restrictive. The Tenderer may substitute alternative standards, brand names and/or catalogue numbers in its tender, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

**13. Earnest Money Deposit (EMD)**

13.1. Pursuant to ITT Clause 7, the Tenderer shall furnish the EMD in the form of e-bank gurantee in the e-Portal as part of its tender as specified in Section-V - Schedule of Requirements.

13.2. The earnest money deposit is required to protect the Purchaser against the risk of Tenderer's conduct which would warrant the security's forfeiture, pursuant to ITB Clause 13.7.

13.3. The earnest money deposit shall be denominated in Indian Rupees and shall:

(a) at the tenderer’s option, be in the form as specified in the Section V- Schedule of Requirements

(b) not carry interest

13.4. Any tender not secured in accordance with ITT Clauses 13.1 and 13.3 above will be rejected by the Purchaser as non-responsive, pursuant to ITT Clause 22.

13.5. Unsuccessful Tenderer's earnest money deposit will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of tender validity prescribed by the Purchaser, pursuant to ITT Clause 14.

13.6. The successful Tenderer's earnest money deposit will be discharged upon the Tenderer signing the Contract, pursuant to ITT Clause 30, and furnishing the performance security, pursuant to ITB Clause 31.

13.7. The tender security (EMD) may be forfeited:

(a) if a Tenderer (i) withdraws its tender during the period of tender validity specified by the Tenderer on the Tender Form; or (ii) does not accept the correction of errors pursuant to ITT Clause 22; or

(b) in case of a successful Tenderer, if the Tenderer fails:
  (i) to sign the Contract in accordance with ITT Clause 30; or
  (ii) to furnish performance security in accordance with ITT Clause 31.

**14. Period of Validity of Tenders for acceptance of offers.**

14.1. Tenders shall remain valid for 180 days after the deadline for submission of tenders prescribed by the Purchaser, pursuant to ITB Clause 17. A tender valid for a shorter period shall be rejected by the Purchaser as non-responsive.

14.2. In exceptional circumstances, the Purchaser may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing or email. The earnest money deposit provided under ITT Clause 13 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its earnest money deposit. A Tenderer granting the request will not be required nor permitted to modify its tender.

**15. Format and Signing of Tender**

15.1 The Tenders shall be prepared as per the clause 7 of ITT for submission through e-procurement portal.

## D. Submission of Tenders

**16. Sealing and Marking of Tenders**

Para Nos.16.1 to 16.5 of Para No:16 of KG-2 not applicable and amended to read as under:

16.1 The tenderers need to register themselves in the e-procurement portal and submit the tenders through e-procurement portal (http://kppp.karnataka.gov.in).The tender documents can be viewed and downloaded free of cost in the e-Procurement Portal.

16.2 The Tender is invited as per the provisions of the Karnataka Transparency in Public Procurement act-1999 in two cover system i.e., Pre-qualification (Technical) offer and Commercial offer separately. The following documents are available in the Tender document.

16.3 In the first cover Pre-qualification details as specified in the Section -VIII should be filled, sealed and signed and the same should be uploaded.

16.4 The Tenderers shall pay the tender processing fee and Earnest Money Deposit through E Bank Guarantee through online and submit the original Bank Guarantee before technical bid opening.

16.5 The necessary pre-qualification documents shall be filled, sealed , signed scanned and attached along with Section – VIII tender form. The Pre-Qualification offer without attachment of scanned image will be disqualified. The uploaded documents should be legible enough.

16.6 The Tenderer shall upload in the e-procurement portal certificate of approval of chassis/fully built buses. Declaration-I, Declaration-II, Declaration-III, Declaration-IV, Authorization form, Certificate of Registration/ Certificate of Incorporation. CA Certificate (Verification certificate from the Chartered Accountant) Audited Statement of Accounts i.e., Profit and Loss Account &

Balance Sheets for the two years, Annual GST returns acknowledged by the concerned Commercial Tax Officer for the two years, previous supply details, Power of Attorney, Fuel Performance guarantee undertaking, Antiblack listing certificate, adherence to environmental management system, compliance to technical specifications etc in support of prequalification. The documents (wherever applicable) should be completed in all respects (duly filled, sealed and signed) should be uploaded.

16.7 In case the audited In case the audited statement of the company is in the form of published annual report, which runs into pages, the pages of only manufacturing or trading, profit and loss account and balance sheets shall be scanned and attached.

16.8 The Commercial details as specified in the Tender (e-Portal) shall be filled in the same format which shall be encrypted using the digital signature certificate of the Tenderer. The End rate shall be provided by the tenderer in the appropriate field against each item. The Commercial offer uploaded through e-procurement portal will be considered for evaluation. Uploading of commercial offer along with the pre-qualification offer lead to the disqualification of the firm.

**17. Deadline for Submission of Tenders**

17.1 Tenders must be submitted through e-procurement portal before the time and date specified in the Invitation for Tenders (Section I).

17.2 The Purchaser may, at its discretion, extend this deadline for submission of tenders by amending the tender documents in accordance with ITB Clause 5, in which case all rights and obligations of the Purchaser and Tenderers previously subject to the deadline will thereafter be subject to the deadline as extended.

**18. Late Tenders**

Sub Para No:18.1 of Para No.18 of KG-2 is not applicable.

18.1 The tender through kpp portal will be closed after the time and date specified in the Invitation for Tenders (Section I).

**19. Modification and Withdrawal of Tenders**

Sub Para No:19.1 to 19.4 of Para No:19 of KG-2 is not applicable and amended as below:

19.1 After the deadline for the submission of the tender, if any tenderer withdraws their tender in view of wrong quote in the e-procurement portal (OR) claim any modifications on their offered basic rates i.e., inclusive of discount, packing, forwarding, freight charges, insurance and other incidental charges (other than variations in statutory levies due to Govt. policy), will result in the forfeiture of its earnest money deposit, pursuant to ITT Clause 13.7 besides BARRING THE TENDERER FOR TWO FUTURE TENDER CYCLES.

## E. Tender Opening and Evaluation of Tenders

**20. Opening of Tenders by the Purchaser**

Sub Para No:20.1 to 20.4 of Para No:20 of KG-2 is not applicable and amended as below:

20.1 The Purchaser or his authorized representative can open the tender in the Karnataka Public Procurement Portal ((http://kppp.karnataka.gov.in)). at the designated place and scheduled date and time. The Tenderers or their representatives can also attend the opening of the tenders.

## 21. Clarification of Tenders

21.1. During evaluation of tenders, the Purchaser may, at its discretion, ask the Tenderer for a clarification of its tender. The request for clarification and the response shall be in writing and no change in prices or substance of the tender shall be sought, offered or permitted**.**

## 22. Preliminary Examination

22.1. The Purchaser will examine the tenders to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed, and whether the tenders are generally in order. Tenders from without proper authorization from the manufacturer as per Section - XIII, shall be treated as non-responsive.

22.1.1 Where the Tenderer has quoted for the schedule, if the tender security furnished is inadequate for the schedule, the Purchaser shall take the price tender into account only to the extent the tender is secured. For this purpose, the extent to which the tender is secured shall be determined by evaluating the requirement of tender security to be furnished for the schedule included in the tender (offer) in the serial order of the Schedule of Requirements of the Tender document.

22.2 Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If there is a discrepancy between words and figures, the lowest of the two will prevail. If the supplier does not accept the correction of errors, its tender will be rejected and its tender security may be forfeited.

22.3 The Purchaser may waive any minor informality or non-conformity or irregularity in a tender which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of any tenderer.

22.4 Prior to the detailed evaluation, pursuant to ITB Clause 23, the Purchaser will determine the substantial responsiveness of each tender to the tender documents. For purposes of these Clauses, a substantially responsive tender is one which conforms to all the terms and conditions of the tender documents without material deviations. Deviations from or objections or reservations to critical provisions such as those concerning Performance Security (GCC Clause 6). Warranty (GCC Clause 14), Force Majeure (GCC Clause 24), Limitation of liability (GCC Clause 28), Applicable law (GCC Clause 30), and Taxes & Duties (GCC Clause 32) will be deemed to be a material deviation. The Purchaser's

determination of a tender's responsiveness is to be based on the contents of the tender itself without recourse to extrinsic evidence.

22.5 If a tender is not substantially responsive, it will be rejected by the Purchaser and may not subsequently be made responsive by the Tenderer by correction of the non-conformity.

**23. Evaluation and Comparison of Tenders**

23.1. The Purchaser will evaluate and compare the tenders which have been determined to be substantially responsive, pursuant to ITT Clause 22 for the schedule. No tender will be considered if the complete requirements covered in the schedule is not included in the tender. However, as stated in ITT Clause 9, Tenderers are allowed to offer discounts for the schedules. These discounts will be taken into account in the evaluation of the tenders so as to determine the tender offering the lowest evaluated cost for the Purchaser in deciding award for the schedule.

~~23.2 The Purchaser's evaluation of a tender will exclude and not take into account:~~

(a) ~~any allowance for price adjustment during the period of execution of the Contract, if provided in the tender~~. (Clause 23.2 (a) Not applicable)

23.3 The Purchaser's evaluation of a tender will take into account, in addition to the tender price (Exfactory /ex-warehouse/off-the-shelf price of the goods offered from within India, such price to include all costs as well as duties and taxes paid or payable on components and raw material incorporated or to be incorporated in the goods, and Excise duty on the finished goods, if payable) and price of incidental services, the following factors, in the manner and to the extent indicated in ITT Clause 23.4 and in the Technical Specifications:

(a) cost of inland transportation, insurance and other costs within India incidental to the delivery of the goods to their final destination;
(b) delivery schedule offered in the tender;
(c) deviations in payment schedule from that specified in the Special Conditions of Contract;
(d) the cost of components, mandatory spare parts and service;
(e) the availability in India of spare parts and after-sales services for the goods / equipment offered in the tender;
(f) the projected operating and maintenance costs during the life of the equipment; and
(g) the performance and productivity of the equipment offered.

~~23.4 Pursuant to ITT Clause 23.3, one or more of the following evaluation methods will be applied:~~

~~(a) Inland Transportation, Insurance and Incidentals:~~

~~(i) Inland transportation, insurance and other incidentals for delivery of goods to the final destination as stated in ITT Clause 9.2 (iii).~~

~~The above costs will be added to the tender price.~~

~~(b)Delivery Schedule:~~

~~(i) The Purchaser requires that the goods under the Invitation for Tenders shall be delivered at the time specified in the Schedule of Requirements.~~

The estimated time of arrival of the goods at the project site should be calculated for each tender after allowing for reasonable transportation time. Treating the date as per schedule of requirements as the base, a delivery "adjustment" will be calculated for other tenders at 2% of the ex-factory price including excise duty for each month of delay beyond the base and this will be added to the tender price for evaluation. No credit will be given to earlier deliveries and tenders offering delivery beyond ..... months of stipulated delivery period will be treated as unresponsive.

(c) Deviation in Payment Schedule:

The Special Conditions of Contract stipulate the payment schedule offered by the Purchaser. If a tender deviates from the schedule and if such deviation is considered acceptable to the Purchaser, the tender will be evaluated by calculating interest earned for any earlier payments involved in the terms outlined in the tender as compared to those stipulatedin this invitation, at a rate of ....percent per annum.

(d) Cost of Spare Parts:

(i) Appendix ..... to the Technical Specifications lists the items and quantities of major assemblies, components and selected items of spare parts, likely to be required during the initial .... year period of operation of the plant. The total cost of these items and quantities at the unit prices quoted in each bid will be added to the tender price.

OR

(ii) The Purchaser will draw up a list of high usage and high value items of components and spare parts along with estimated quantities of usage in the initial .... year period of operation. The total cost of these items and quantities will be computed from spare parts unit prices submitted by the Tenderer and added to the tender price.

OR

(iii) The Purchaser will estimate the cost of spare parts usage in the initial .... year period of operation, based on information furnished by each tenderer as well as on past experience of the Purchaser or other Purchasers in similar situations. Such costs shall be added to the tender price for evaluation.

(e) Spare Parts and After Sales Service Facilities in India:

The cost to the Purchaser of establishing the minimum service facilities and parts inventories, as outlined elsewhere in the tender documents, if quoted separately, shall be added to the tender price.

(f) Operating and Maintenance Costs:

Since the operating and maintenance costs of the equipment under procurement form a major part of the life-cycle cost of the equipment, these costs will be evaluated as follows:

(i) fuel costs shall be based on ..... kms/hours of operation per year for .... years at a fuel price of Rs.....;

(ii) spare parts costs shall be based on ..... kms/hours of operation based on the guaranteed figures provided by the Tenderer in response to ..... of the Technical Specifications or based on past

~~actual figures for similar equipment already in use with the Purchaser; and~~

~~(iii) all future costs will be discounted to present value at a discount factor of .10 percent.~~

~~(g) Performance and Productivity of the Equipment:~~

~~(i) Tenderers shall state the guaranteed performance or efficiency in response to the Technical Specification. For each drop in performance or efficiency below the norm of 100, an adjustment of Rs……. will be added to the tender price, representing the capitalized cost of additional operating costs over the life of the plant using the methodology specified in the Technical Specifications; OR~~

~~(ii) Goods offered shall have a minimum productivity specified under the relevant provisions in Technical Specifications to be considered responsive. Evaluation shall be based on the cost per unit of the actual productivity of goods offered in the bid and adjustment will be added to the tender price using the methodology specified in the Technical Specifications.~~ **(Clause 23.4 Not applicable)**

## 24. Contacting the Purchaser

24.1. Subject to ITT Clause 21, no Tenderer shall contact the Purchaser on any matter relating to its tender, from the time of the tender opening to the time the Contract is awarded. If the tenderer wishes to bring additional information to the notice of the purchaser, it should do so in writing.

24.2. Any effort by a Tenderer to influence the Purchaser in its decisions on tender evaluation, tender comparison or contract award may result in rejection of the Tenderer's tender.

## F. Award of Contract

## 25. Pre qualification

Sub para Nos: 25.1 to 25.3 of Para No:25 of KG-2 is not applicable and amended to read as follows:

Commercial bids of the tenderers who fulfill the Prequalification criteria will only be opened.

## 26. Award Criteria

26.1. Subject to ITT Clause 28, the Purchaser will award the Contract to the successful Tenderer whose tender has been determined to be substantially responsive and has been determined as the lowest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the Contract satisfactorily.

## 27. Purchaser's right to vary Quantities at Time of Award

27.1. The Purchaser reserves the right at the time of Contract award to increase or decrease by up to 25 percent of the quantity of goods and services originally

specified in the Schedule of Requirements without any change in unit price or other terms and conditions.
In case of upward revision, depending upon the requirement of buses mutually agreed delivery schedule will be furnished.

**28. Purchaser's Right to Accept Any Tender and to Reject Any or All Tenders**

28.1. The Purchaser reserves the right to accept or reject any tender, and to annul the tendering process and reject all tenders at any time prior to contract award, without thereby incurring any liability to the affected Tenderer or Tenderers.

**29. Notification of Award**

29.1. Prior to the expiration of the period of tender validity, the Purchaser will notify the successful tenderer in writing by registered letter or email, to be confirmed in writing by registered letter, that its tender has been accepted.

29.2. The notification of award will constitute the formation of the Contract.

29.3. Upon the successful Tenderer's furnishing of performance security pursuant to ITT Clause 31, the Purchaser will promptly notify the name of the winning Tenderer to each unsuccessful Tenderer and will discharge its earnest money deposit, pursuant to ITT Clause 13.

29.4. If, after notification of award, a Tenderer wishes to ascertain the grounds on which its tender was not selected, it should address it’s request to the Purchaser. The Purchaser will promptly respond in writing to the unsuccessful Tenderer.

**30. Signing of Contract**

30.1. At the same time as the Purchaser notifies the successful tenderer that its tender has been accepted, the Purchaser will send the Tenderer the Contract Form provided in the tender documents, incorporating all agreements between the parties.

30.2. Within 21 days of receipt of the Contract Form, the successful Tenderer shall sign and date the Contract and return it to the Purchaser.

**31. Performance Security**

**31.1.** Within 21 days of the receipt of notification of award (Letter of Intent) from the Purchaser, the successful Tenderer shall furnish the performance security in accordance with the Conditions of Contract, in the Performance Security Form provided in the tender documents or in another form acceptable to the Purchaser.

**31.2.** Failure of the successful Tenderer to comply with the requirement of ITT Clause 30.2 or ITT Clause 31.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the earnest money deposit, in which

event the Purchaser may make the award to the next lowest evaluated Tenderer or call for new tenders.

**32. Corrupt or Fraudulent Practices**

**32.1.** " **Corrupt Practice"** means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution.

**32.2. "Fraudulent Practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of purchaser and includes collusive practice among the tenderers (prior to or after tender submission) designed to establish tender prices at artificial non-competitive levels and to deprive purchaser of the benefits of free and open competition.

**32.3.** Tenderers/ Suppliers / Contractors shall not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Tenders.

**32.4.** Tenderers /Suppliers/ Contractors shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by Government of Karnataka.

**32.5.** Tenderers /Suppliers/Contractors shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, Tender Inviting Authority or Tender Scrutiny Committee after opening of the Tender and prior to the notification of the Award and if any attempt by the tenderer to bring to bear extraneous pressures on the Tender Accepting Authority shall be sufficient reason to disqualify the tenderer.

**32.6.** In such cases, the Tender Inviting Authority will reject a proposal for award if it determines that the Tenderers/ Suppliers/Contractors recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question;

**32.7. Debarment of Tenderers:**

The purchaser/procurement entity may debar tenderers for a period not exceeding three years from participation in its tenders following such procedure as may be prescribed on the ground that tenderer is engaged in corrupt or fraudulent practices in competing or executing the contract including misleading the procuring entity at any stage of procurement activity with a fraudulent intention".

Furthermore, Tenderers / Suppliers/ Contractors shall be aware of the provision stated below:
The Tenderers / Suppliers / Contractors shall permit the BMTC to inspect their accounts and records relating to the performance and to have them audited by auditors appointed by BMTC, if so required.

BMTC may at any time terminate the Contract by giving written notice to the Tenderers / Suppliers / Contractors, if they becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Tenderers / Suppliers / Contractors, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the BMTC.

**Termination for Default**

BMTC may, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Tenderers / Suppliers / Contractors, terminate the Contract in whole or part:

If the Tenderers / Suppliers / Contractors fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof granted by BMTC or

If the Tenderers / Suppliers / Contractors fails to perform any other obligation(s) under the Contract.

**33.** Tenderers of certain countries which share land borders with India:
Tenderers shall note the restrictions of Public Procurements for such country who share land borders with India as per GO No. FD 455 EXP 12/20, Bengaluru Dtd.25.8.2020 mentioned in Section XVIII and shall upload declaration compliance certificate as per format provided in Section XVIII

## SECTION III: GENERAL CONDITIONS OF CONTRACT TABLE OF CLAUSES


| Clause No. | Topic | Page No |
|---|---|---|
| 1 | Definitions | 17 |
| 2 | Application | 17 |
| 3 | Standards | 17 |
| 4 | Use of Contract Documents and | 17 |

| | | |
|---|---|---|
| | Information; Inspection and Audit by Government | |
| 5 | Patent Rights | 18 |
| 6 | Performance Security | 18 |
| 7 | Inspection and Tests | 18 |
| 8 | Packing | 19 |
| 9 | Delivery and Documents | 19 |
| 10 | Insurance | 19 |
| 11 | Transportation | 19 |
| 12 | Incidental Services | 20 |
| 13 | Spare Parts | 20 |
| 14 | Warranty | 20 |
| 15 | Payment | 21 |
| 16 | Price variation | 21 |
| 17 | Change Orders | 21 |
| 18 | Contract Amendments | 22 |
| 19 | Assignment | 22 |
| 20 | Subcontracts | 22 |
| 21 | Delays in Supplier's Performance | 22 |
| 22 | Liquidated Damages | 22 |
| 23 | Termination for Default | 23 |
| 24 | Force Majeure | 23 |
| 25 | Termination for Insolvency | 23 |
| 26 | Termination for Convenience | 24 |
| 27 | Settlement of Disputes | 24 |
| 28 | Limitation of Liability | 24 |
| 29 | Governing Language | 24 |
| 30 | Applicable Law | 24 |
| 31 | Notices | 24 |
| 32 | Taxes and Duties | 25 |

## SECTION III – GENERAL CONDITIONS OF CONTRACT (GCC)

### 1. Definitions

1.1. In this Contract, the following terms shall be interpreted as indicated:

a. "The Contract" means the agreement entered into between the Purchaser and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;

b. "The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;

c. "The Goods" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Purchaser under the Contract;

d. "Services" means services ancillary to the supply of the Goods, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;

e. “GCC” means the General Conditions of Contract contained in this section.

f. “SCC” means the Special Conditions of Contract.

g. “The Purchaser” means the organization purchasing the Goods, as named in SCC.

h. “The Purchaser’s country” is the country named in SCC.

i. “The Supplier” means the individual or firm supplying the Goods and Services under this Contract.

j. “The Government” means the Government of Karnataka State.

k. “The Project Site”, where applicable, means the place or places named in SCC.

l. “Day” means calendar day.

### 2. Application

2.1. These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### 3. Standards

3.1. The Goods supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country

of origin and such standards shall be the latest issued by the concerned institution.

**4. Use of Contract Documents and Information; Inspection and Audit by the Government**

4.1. The Supplier shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Supplier in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

4.2. The Supplier shall not, without the Purchaser's prior written consent, make use of any document or information enumerated in GCC Clause 4.1 except for purposes of performing the Contract.

4.3. Any document, other than the Contract itself, enumerated in GCC Clause 4.1 shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

4.4. The supplier shall permit the Purchaser to inspect the Supplier’s accounts and records relating to the performance of the Supplier and to have them audited by auditors appointed by the Government, if so required.

**5. Patent Rights**

5.1. The Supplier shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

**6. Performance Security**

6.1. Within 21 days of receipt of the notification of contract award (letter of Intent), the Supplier shall furnish Performance Security in the form of Bank Guarantee issued by any Nationalized/Commercial Scheduled Banks to the Purchaser for an amount of 5% of the Contract Value, covering performance obligations including Warranty obligations and valid up to 42 months from the date of the delivery of the last goods commissioned as per the contracted delivery schedule mentioned in the Section V.

6.2. The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.

6.3. The Performance Security shall be denominated in Indian Rupees.

6.4. The Performance Security will be discharged by the Purchaser and returned to the Supplier not later than 60 days following the date of completion of the Supplier's performance obligations, including any Warranty obligations, under the Contract.

6.5. In the event of any contract amendment, the Supplier shall, within 20 days of

receipt of such amendment, furnish the amendment to the Performance Security, rendering the same valid for the duration of the Contract as amended for 60 days after the completion of performance obligations including Warranty obligations.

6.6. The supplier has to furnish a separate performance security in the form of Bank Guarantee for a total value of Rs.2.00 crores to cover the warranty period of 5 years of Exhaust After Treatment System (EATS) before expiry of warranty period of 36 months of goods supplied against this contract.

6.7. The performance security in the form of Bank Guarantee for fully built buses be submitted by the successful tenderer.

**7. Inspections and Tests**

7.1. The Purchaser or its representative shall have the right to inspect and/or to test the Goods to confirm their conformity to the Contract specifications at no extra cost to the Purchaser. SCC and the Technical Specifications shall specify what inspections and tests the Purchaser requires and where they are to be conducted. The Purchaser shall notify the Supplier in writing in a timely manner of the identity of any representatives retained for these purposes.

7.2. The inspections and tests may be conducted on the premises of the Supplier or its subcontractor(s), at point of delivery and/or at the Goods final destination. If conducted on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance, including access to drawings and production data - shall be furnished to the inspectors at no charge to the Purchaser.

7.3. Should any inspected or tested Goods fail to conform to the specifications, the Purchaser may reject the goods and the Supplier shall either replace the rejected Goods or make alterations necessary to meet specification requirements free of cost to the Purchaser.

7.4. The Purchaser's right to inspect, test and where necessary, reject the Goods after the Goods' arrival at Project Site shall in no way be limited or waived by reason of the Goods having previously been inspected, tested and passed by the Purchaser or its representative prior to the Goods shipment.

7.5. Nothing in GCC Clause 7 shall in any way release the Supplier from any warranty or other obligations under this Contract.

7.6. **Manuals and Drawings**

7.6.1. Before the goods and equipment are taken over by the Purchaser, the Supplier shall supply operation and maintenance manuals together with drawings of the goods and equipment. These shall be in such detail as will enable the Purchaser to operate, maintain, adjust and repair all parts of the equipment as stated in the specifications.

7.6.2. The manuals and drawings shall be in the ruling language (English) and in such form and numbers as stated in the contract.

7.6.3. Unless and otherwise agreed, the goods and equipment shall not be

considered to be completed for the purpose of taking over until such manuals and drawings have been supplied to the Purchaser.

**8. Packing**

Para 8 and sub paras of KG-2 amended to read as follows:

8.1. The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage.

**9. Delivery and Documents**

9.1. Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

**10.** Insurance: (This clause is treated to be modified as the Insurance is in the scope of successful bidder)

10.1 The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery. For delivery of goods at site, the insurance shall be obtained by the Supplier in an amount equal to 110% of the value of the goods from “warehouse to warehouse” (final destinations) on “All Risks” basis including War risks and Strikes.

The buses shall be insured in an amount equal to 110% of value of the goods while in transit from supplier point to the delivery point of purchaser i.e upto BMTC Central Workshops Bengaluru-560027.

**11. Transportation**

11.1. Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

**12. Incidental Services**

12.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

a. performance or supervision of the on-site assembly and/or start-up of the supplied Goods;

b. Furnishing of tools required for assembly and/or maintenance of the supplied goods.

c. furnishing of detailed operations and maintenance manual for each appropriate unit of supplied Goods;

d. performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract;

e. training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance and/or repair of the supplied Goods.

12.2 ~~Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.~~ (This clause not applicable.)

## 13. Spare Parts

13.1. As specified in the SCC, the Supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the Supplier:

a) such spare parts as the Purchaser may elect to purchase from the Supplier, providing that this election shall not relieve the Supplier of any warranty obligations under the Contract; and

b) In the event of termination of production of the spare parts:

i. advance notification to the Purchaser of the pending termination, in sufficient time to permit the Purchaser to procure needed requirements; and

ii. following such termination, furnishing at no cost to the Purchaser, the blueprints, drawings and specifications of the spare parts, if requested.

13.2. The Supplier shall carry sufficient inventories to assure ex-stock supply of consumable spares for the Goods, such as gaskets, plugs, washers, belts etc. Other spare parts and components shall be supplied as promptly as possible but in any case maximum of two weeks of placement of order.

13.3. The successful Tenderer should participate in the tenders to be floated by BMTC in future for supply of spare parts.

## 14. Warranty

14.1. The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and that, they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Goods supplied under this Contract shall have no defect arising from design, materials or

workmanship (except when the design and/or material is required by the Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the country of final destination.

14.2. This warranty shall remain valid for 36 months or 2.50 lakh kms whichever is earlier after the Goods or any portion thereof as the case may be, have been commissioned after registration with the concerned Government Authorities. The Supplier shall, in addition, comply with the performance and/or consumption guarantees specified under the Contract. If for reasons attributable to the Supplier, these guarantees are not attained in whole or in part, the Supplier shall at its discretion either:

(a) Make such changes, modifications, and/or additions to the Goods or any part there of as may be necessary in order to attain the contractual guarantees specified in the Contract at its own cost and expense and to carry out further performance tests in accordance with SCC Clause 2; OR

(b) pay liquidated damages to the Purchaser with respect to the failure to meet the contractual obligations. The rate of these liquidated damages shall be as specified in the SCC.

14.3. The Purchaser shall promptly notify the Supplier in writing of any claims arising under this warranty.

Clause No: 14.4 & 14.5 of KG-2 is modified and the terms and conditions furnished in the SCC be Adhered in this regard.

**15. Payment**

15.1. The method and conditions of payment to be made to the Supplier under this Contract shall be specified in the SCC.

15.2. The Supplier's request(s) for payment shall be made to the Purchaser in writing, accompanied by an invoice describing, as appropriate, the Goods delivered and the Services performed, and by documents, submitted pursuant to GCC Clause 9, and upon fulfillment of other obligations stipulated in the contract.

15.3. Payments shall be made promptly by the Purchaser but in no case later than thirty (30) days after the receipt and acceptance of the goods at the Purchaser mentioned destination mentioned in SCC or submission of the invoice or claim by the Supplier whichever is later.

15.4. Payment shall be made in Indian Rupees.

**16. Price Variation** (Said clause KG-2 be amended to read as below:)

16.1. Prices payable to the supplier as stated in the contract shall be firm during the performance of the contract. The supplier shall not be entitled to claim any enhancement whatsoever in the agreed price on account of any rise in cost of raw materials or labour or due to whatsoever reasons caused during the

tenure of the contract period. In the event of lower rate quoted by the tenderer to any of the STUs or any customer in the country in the next one year, the same should be extended to the purchaser also.

16.2. All Government Taxes/ Levies ,as applicable, on the date of invoicing of the goods shall be payable to the Supplier Not withstanding any stipulation in contract for increase in price on any other ground, no such increase in Government taxes / levies etc which takes place after delivery date stipulated in the contract shall be admissible on such of the said goods as are delivered after the said date.

16.3. Purchaser shall be entitled to benefit of any decrease in price on account of reduction in statutory levies, GST, Custom Duty, Excise Duty, Sales/ Trade Tax/ VAT, Service Tax and duties or on account of any other ground which takes place during the currency of the contract and/ or after expiry of the delivery date stipulated in contract. Supplier shall allow said benefit in his bills and in absence thereof shall certify that no decrease in price on account of any of these factors has taken place.

16.4. For supply of goods made beyond the Contracted delivery schedule, if the delay is not on account of the Purchaser, any additional taxes and duties beyond those prevailing at the scheduled delivery time as per the contracted Delivery Schedule shall be to the account of the Supplier. In no case, Contractor shall be entitled to any increase in duties and levies imposed after expiry of contracted delivery schedule.

16.5. Notwithstanding above, In case of the reasons for delay in the delivery of buses are attributable to the supplier, any downward revision in the statutory levies shall be payable as per actual.

## 17. Change Orders

17.1 The Purchaser may at any time (before acceptance of prototype), by written order given to the Supplier pursuant to GCC Clause 31, make changes within the general scope of the Contract in any one or more of the following:

i. drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
ii. the method of shipping or packing;
iii. the place of delivery; and/or
iv. the Services to be provided by the Supplier.

17.2 If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the Supplier for adjustment under this clause must be asserted within thirty (30) days from the date of the Supplier's receipt of the Purchaser's change order.

## 18. Contract Amendments

18.1. Subject to GCC Clause 17, no variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

**19. Assignment**

19.1. The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

**20. Subcontracts**

20.1. The Supplier shall notify the Purchaser in writing of all subcontracts awarded under this Contract if not already specified in the tender. Such notification, in his original tender or later, shall not relieve the Supplier from any liability or obligation under the Contract. Sub-contracts shall be only for bought out items and sub-assemblies.

20.2. Subcontracts must comply with the provisions of GCC Clause 2.

**21. Delays in the Supplier's Performance**

21.1. Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by the Purchaser in the Schedule of Requirements.

21.2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify the Purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier’s notice, the Purchaser shall evaluate the situation and may, at its discretion, extend the Supplier’s time for performance with or without liquidated damages, in which case the extension shall be ratified by the parties by amendment of the Contract.

21.3. Except as provided under GCC Clause 24, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of liquidated damage

**22. Liquidated Damages (Delay Penalty):**

22.1 Subject to GCC Clause 24, if the Supplier fails to deliver any or all of the Goods or to perform the Services within the period(s) specified in the Contract, the Purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of 10% of the Contract Price. Once the maximum is reached, the Purchaser may consider termination of the Contract pursuant to GCC Clause 23.

**23. Termination for Default**

23.1. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part:

a) if the Supplier fails to deliver any or all of the Goods within the period(s) specified in the Contract, or within any extension thereof

granted by the Purchaser pursuant to GCC Clause 21; or

b) if the Supplier fails to perform any other obligation(s) under the Contract.

c) if the Supplier, in the judgement of the Purchaser has engaged in corrupt or fraudulent practices in competing (as defined in Clause-32 of ITT) for or in executing the Contract.

23.2. In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 23.1, the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Services similar to those undelivered, and the Supplier shall be liable to the Purchaser for any excess costs for such similar Goods or Services. However, the Supplier shall continue the performance of the Contract to the extent not terminated.

## 24. Force Majeure

24.1. "Neither party shall be liable for any failure to perform its obligations hereunder where such failure is as a result of acts of God (including fire, flood, earthquake, storm, Hurricane or other natural epidemic, disasters, war, invasion, act of foreign enemies, hostilities (whether war is declared or not)), civil war, terrorist activities, Govt. sanction, blockage, embargo or any such events which are beyond the reasonable control of the parties. Notice informing such occurrence shall be sent the other party within 3 days of such occurrence.

24.2. However, the acts such as labour disputes, strikes, lockouts or any such industrial unrest in organization of the supplier shall not be considered for such failures".

24.3. During the existence of any of the above conditions, the supplier shall be excused from delivering the products to the buyer and the buyer shall be at liberty to purchase the product elsewhere to that extent during such period but shall again resume off take from the supplier, on receipt of the suppliers notice of readiness to resume performance.

24.4. Similarly, the buyer shall be at liberty to refuse to accept the supplies from the supplier and the supplier shall be at liberty to sell the product elsewhere during the period (when the buyer is unable to receive the supplies from the Supplier), but the supplier shall again resume supplies on receipt of the buyer's notice of readiness to resume acceptance.

24.5. As soon as the cause of Force Majeure has been removed, the Party (buyer or supplier) whose ability to perform its obligations has been affected shall notify the other of such cessation immediately and resume supply/ service.

## 25. Termination for Insolvency

25.1. The Purchaser may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Purchaser.

## 26. Termination for Convenience

26.1. The Purchaser, by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.

26.2. The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect:

a) to have any portion completed and delivered at the Contract terms and prices; and/or

b) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

## 27. Settlement of Disputes (the KG-2 clause is amended and read as below ):

27.1. The Purchaser and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given.

27.2.1 Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.

27.2.2 Arbitration proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.3 Notwithstanding any reference to arbitration herein,

(a) the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree;
And

(b) the Purchaser shall pay the Supplier any monies due to the Supplier.

(c)If any dispute arises in the matter concerning with the tender or agreement

terms the decision of the Managing Director, BMTC shall be final and binding. In case of any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at Bengaluru City".

**28 Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 5,

a. the Supplier shall not be liable to the Purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the Supplier to pay liquidated damages to the Purchaser; and

b. the aggregate liability of the Supplier to the Purchaser, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29 Governing Language**

29.1 The contract shall be written in English language. Subject to GCC Clause 30, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

**30 Applicable Law**

30.1 The Contract shall be interpreted in accordance with the laws of the Union of India.

**31 Notices**

31.1 Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or email to the other Party's address specified in SCC.

31.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

**32 Taxes and Duties**

32.1 Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

33. The Tenderer should ensure that all the relevant pages of supporting documents are attested by the Authorised signatory of the firm.

# SECTION IV: SPECIAL CONDITIONS OF CONTRACT

## TABLE OF CLAUSES


| Item No. | Topic | Page No |
|---|---|---|
| **1** | Definitions (GCC Clause 1) | 26 |
| **2** | Inspection and Tests (GCC Clause 7) | 26 |
| **3** | Delivery and Documents (GCC Clause 9) | 27 |
| **4** | Incidental Services (GCC Clause 12) | 27 |
| **5** | Billing and Payment (GCC Clause 15) | 28 |
| **6** | Delay in the rectification of defects in the supplied goods | 28 |
| **7** | Settlement of Disputes (GCC Clause 27) | 29 |
| **8** | Notices (GCC Clause 31) | 29 |
| **9** | Progress of Supply | 29 |
| **10** | Right to use defective equipment | 30 |
| **11** | Supplier Integrity | 30 |
| **12** | Supplier’s Obligation | 30 |
| **13** | Patent Rights | 30 |
| **14** | Other Conditions | 30 |
| **15** | Contract | 32 |

## SECTION IV: SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract shall supplement the General Conditions of Contract. Whenever there is a conflict, the provisions herein shall prevail over those in the General Conditions of Contract. The corresponding clause number of the General Conditions is indicated in parentheses.

**IMPORTANT NOTE TO THE BIDDERS**

In view of the modification in the KPP portal by the Government of Karnataka the tenderers should invariably quote the end rate (Inclusive of Basic rate, GST & other statutory levies etc.,)

The Brand name, production and supply capacity, Lead time required should be mentioned in the prescribed format.

**1. Definitions (GCC Clause 1)**

(a) The Bengaluru Metropolitan Transport Corporation (BMTC)- (Managing Director/Chief Mechanical Engineer, BMTC Central Office, K H Road, Shantinagar, Benguluru- 560027) email:cme@mybmtc.com (construed as Purchaser)

(b) The Supplier is the successful bidder

**2. Inspection and Tests (GCC Clause 7)**

**2.1.** Goods offered against this contract have to be offered for the inspection by the supplier to the Purchaser or its representative of the Purchaser as below.

**Fully built buses:** The inspection of buses shall be carried out against the tender specifications in the following stages:

**Stage1:** The chassis shall be offered for inspection before taking up for the Construction of bus body.

**Stage 2:** The structure shall be offered for inspection before taking up for paneling work.

**Stage 3:** The vehicle shall be offered for inspection after completion of paneling before final finishing.

**Stage 4:** The completed bus shall be offered for pre-delivery inspection.

**Stage 5:** The final inspection shall be done at BMTC Central Workshops-I, BMTC, Shanthinagar, Bangalore.

If at any stage Chassis/fully built buses are not conforming to the Tender specification, the purchaser has the right to reject OR ask the supplier to make alterations to meet the specification requirements.

**2.2.** The required facilities shall be provided by the supplier for conducting Stage-

wise inspection of fully built buses at their workshops or at the works of their authorized bus body builders to the purchaser's representative. Intimation for the deputation of purchaser's representative shall be given 3 days in advance for conducting stage wise inspection. However, this shall not absolve the supplier responsibility as regard to the quality of materials used, workmanship and durability of the fully built buses.

**2.3.** The supplier should bear the travel expenditure of purchaser's technical team for stage wise inspection of chassis, fully built buses viz., City type buses at their works if their works/plant is located outside Karnataka state.

**2.4.** The joint inspection consisting of supplier, supplier's authorized bus body builders and purchaser's representative be done for fully built buses. Inspection of chassis of fully built buses be done at the works of authorized bus body builders.

**2.5.** The Supplier (OEM of fully built bus manufacturers) is also responsible for performance of bus bodies in case of fully built buses.

**3. Delivery and Documents (GCC Clause 9)**

**3.1.** The final goods shall be delivered at the Purachser's final destination i.e Central Workshops-I, BMTC, Shanthinagar, Bangalore. Upon delivery of the Goods, the supplier shall notify the purchaser and the insurance company by letter or email the full details of the shipment including contract number, railway receipt number and date, description of goods, quantity, name of the consignee etc. The supplier shall submit the following documents to the purchaser with a copy to the insurance company:

i. Three Copies of the Supplier invoice showing contract number, goods' description, quantity, unit price, total amount;

ii. Railway receipt/acknowledgment of receipt of goods from the consignee(s) if any

iii. Insurance Certificate;

iv. Manufacturer's/Supplier's warranty certificate;

v. Inspection Certificate issued by the inspection team and the Supplier's factory inspection report; and

vi. Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.

**3.2.** The above documents shall be received by the Purchaser before arrival of the Goods (except where the Goods have been delivered directly to the Consignee with all documents) and, if not received, the Supplier will be responsible for any consequent expenses.

**4. Incidental Services (GCC Clause 12)**

**4.1.** 20 no's of tech tool installed with necessary software along with complete set of connecting cable, adapters, etc., for diagnosis, trouble shooting and rectification of

fault code or defect for the type of bus be supplied by successful bidder for maintenance purpose on free of cost basis along with user manual. Lifetime upgradation / renewal of software or Tech tool is to be done by successful bidder on free of cost basis with life time validity. The said tools shall be supplied before completion of delivery of the supply of last bus out of the ordered quantity failing which the last bus will not be accepted by purchaser.

a) For 820 Nos. fully built buses : 20 no's

## 4.2. Guarantee on fuel performance:

4.2.1. The Supplier shall be responsible for guarantee on fuel (HSD) performance for the Chassis/fully built buses supplied under this Contract. Method of calculation of fuel performance i.e. High Speed Diesel Kilometre per Litre (HSD KMPL) is as below:

a) The BS-VI fully built bus supplied under this tender shall achieve a target HSD KMPL of **4.14** and the shortfall in the KMPL performance of these buses will be calculated as described at below point (e.)
b) The KMPL achieved by the buses which are less than the targeted KMPL are referred as low KMPL buses and details of such low KMPL buses will be communicated to OEM periodically i.e. 15th of every month by the respective zones/ Central Offices for the purpose of improving the fuel performance.
c) The Supplier shall also keep watch on the fuel performance of buses after the fixation of target KMPL and collect information periodically through its field executives from the divisions, where the buses are deployed and operated, for the purpose of monitoring the KMPL and also to attend to such vehicles whose fuel performance is less than the target fixed.
d) The Tenderer should attend to low KMPL vehicles and ensure that these vehicles achieve the stipulated targeted HSD KMPL during the warranty period of 3 years from the date of commissioning of the buses as part of this Fuel Performance Guarantee clause.
e) At the end of the warranty period of each bus, the cumulative KMPL of the bus will be worked out and the cumulative HSD KMPL performance of all the buses in the zones at the end of the warranty period will be compared with the targeted KMPL and if the cumulative KMPL is less by 2% or more compared to the Targeted HSD KMPL, the Corporation will have the right to invoke the "Guarantee on fuel performance clause" to recover the cost of excess consumption of HSD due to low fuel performance during the warranty period from the Security Deposit or from any pending amount with the Corporation.
f) Average Cost of HSD during the Warranty period will be considered for calculating the additional cost incurred due to excess consumption of HSD in cases where KMPL performance is less by 2% or more.
g) Based on the above procedure, the BMTC Central Offices/zones will work out the HSD KMPL performance of all the buses supplied under this Purchase Order, within three months after the completion of the warranty period and calculate the excess consumption of HSD in ltrs. due to shortfall in KMPL & the cost incurred thereof in INR and intimate to the office of CME.

**4.3 Trial Operation:**

As per practice and Government directions trial run of new type of fully built buses is required to be conducted. The trial run will be conducted as below:

a) Fully built buses-20 Nos. out of 820 Nos. will be put on trial run for a period of 30 days from the date of induction of buses.

b) The overall performance of buses including HSD KMPL performance during the trial run, will be jointly evaluated by the Technical Committee and the representative of OEM/Bidder.

c) After evaluation of the trial run, clearance will be given for delivery of balance quantity of chassis with fully built city buses subject to satisfactory performance of trial run. If the performance of the vehicles is not satisfactory, the trial quantity i.e. 20 buses has to be taken back by the tenderer and the payment will not be made for these 20 buses. Further, the balance tender quantity will be cancelled and the successful Tenderer will have no right to claim towards cancellation of the said balance quantity and the performance security amount of the tenderer will be forfeited.

**5. Billing and Payment (GCC Clause 15) (This clause as per KG-2 is amended to read as below)**

**5.1.** The goods offered for the supply against this contract shall be billed as below**.**

Fully built city type buses: The successful Tenderers should raise bills for fully built buses. The bills shall be preferred in the name of the Managing Director, BMTC and payments will be released to the supplier.

**5.2.** The triplicate copies of above Invoices should be sent along with the consignment.

**5.3.** Payment will be made within 30 working days from the date of receipt and acceptance of fully built buses at BMTC, Central Workshops-I, Bangalore or submission of invoice or claim by the supplier whichever is later.

**5.4.** Payment shall be made in Indian National Rupees.

**6. Delay in the rectification of defects in the supplied goods:**

**6.1.** During the warranty period, in-case of defects developed in the systems/aggregates/assemblies/sub-assemblies of the chassis/bus body/fully built buses, the supplier has to arrange for rectification of the same as below:

i. Within 7 working days for major repairs from the date of intimation through email. Major repairs refer to repair/replacement of major systems/aggregates/assemblies/sub-assemblies namely Chassis, Engine, Clutch, Gearbox, EATS, Wiring harness, Rear axle.

ii. Within 3 working days for minor repairs from the date of intimation through email. Minor repairs refer to repair/replacement of minor systems/assemblies/aggregates/ sub-assemblies other than mentioned in the major repairs.

iii. For fully built buses, bus body related any repair or replacement of items covered under warranty shall be attended within 5 days from the date of intimation through email.

iv. Over and above the stipulated period, the amount worked out on averaged fixed cost per kilometer for the preceding 06 months x vehicle utilization of the respective Zone will be recovered from the performance security/payable bills or any pending amount payable to the bidder / supplier.

v. The supplier has to generate service report with respect to such rectification, recording details of the intimation received, work attended, work completion dates, with joint signatures of both purchaser and supplier representatives.

**7. Settlement of Disputes (Clause 27)**

The dispute settlement mechanism to be applied pursuant to GCC Clause 27 shall be as follows:

**Dispute Resolution:** If any dispute arises in the matter concerning with the tender or agreement terms the decision of the Managing Director, BMTC shall be final and binding. In case of any litigation in the matter concerning with the tender or agreement terms the same shall lie within the jurisdiction of civil courts only at Bengaluru City".

**8. Notices (Clause 31)**

For the purpose of all notices, the following shall be the address of the Purchaser and Supplier.

Purchaser: Managing Director/Chief Mechanical Engineer, BMTC Central Office, K H Road, Shanthinagar, Bengaluru- 560027) email:cme@mybmtc.com (construed as Purchaser)

Supplier: (To be filled in at the time of Contract signature)
.....
.....
.....

**9. Progress of Supply:**

Supplier shall regularly intimate progress of supply, in writing, to the Purchaser as under[13]:

- Quantity offered for inspection and date;

- Quantity accepted/rejected by inspecting agency and date;
- Quantity dispatched/delivered to consignees and date;
- Quantity where incidental services have been satisfactorily completed with date;
- Quantity where rectification/repair/replacement effected/completed on receipt of any communication from consignee/Purchaser with date;
- Date of completion of entire Contract including incidental services, if any; and
- Date of receipt of entire payments under the Contract

(in case of stage-wise inspection, details required may also be specified).

**10. Right to use defective equipment:**

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, the Purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Purchaser's operation.

**11. Supplier Integrity:**

The supplier is responsible for and obliged to conduct all contracted activities in accordance with the Contract using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the Contract.

**12. Supplier's Obligations:**

The Supplier is obliged to work closely with the Purchaser's staff, act within its own authority and abide by directives issued by the Purchaser and implementation activities.

The Supplier will abide by the job safety measures prevalent in India and will free the Purchaser from all demands or responsibilities arising from accidents or loss of life the cause of which is the Supplier's negligence. The Supplier will pay all indemnities arising from such incidents and will not hold the Purchaser responsible or obligated.

The Supplier is responsible for managing the activities of its personnel or sub-contracted personnel and will hold itself responsible for any misdemeanors. The Supplier will treat as confidential all data and information about the Purchaser, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Purchaser.

**13. Patent Rights:**

In the event of any claim asserted by a third party of infringement of copyright, patent, trademark or industrial design rights arising from the use of the Goods or any part thereof in the Purchaser's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Purchaser is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses, court costs and lawyer fees. The Purchaser will give notice to the supplier of such claim, if it is

made, without delay.

**14. Other Conditions:**

a) Maintenance schedule of buses be furnished by the supplier to the respective depots of the Corporation which is duly signed by both the parties and should extend support in implementation of the same at the depot level free of cost.

b) Supplier should provide service support 24 x 7 for Break downs of buses.

c) The supplier should provide their own technical expert team to guide the concerned technicians at the respective depots or training institutes of Corporation at mutually accepted dates free of cost to ensure the up keep of the buses. The successful tenderer has to impart training to technical personnel at operating units of BMTC regarding repairs and maintenance of buses and training dates and number of mechanics/drivers to be trained will be intimated by a e-mail or letter by the concerned from Corporation. The Number of trainings shall be decided mutually with the successful tenderer.

d) Suppliers shall ensure that the fully built buses supplied shall meet all the requirements of the registration. If any documents required for the registration of the buses, the same should be furnished by the suppliers.

e) Fully built buses shall be compliant to AIS-052, AIS-140 & AIS-153. The process of integration of AIS-140 for all these vehicles should be undertaken by the supplier with the existing system of the purchaser failing which an amount of Rs.500/- per vehicle per week will be withheld till the satisfactory completion of the said work. Further, BMTC will nominate a person with all the required details for integration work. The successful bidder shall ensure the supply and fitment of VLT and panic button as per AIS-140 by the vendor who is empanelled in State Transport Department.

BMTC will nominate a single point of contact and provide all documents(PAN, AADHAAR, PHOTO, filled up Form.etc) required for integration, BMTC portal server IP address PORTAL ID required for ITMS integration to be provided along with the LOA to complete the integration during trial phase.

f) Obtaining of type approval certificate: For fully built City type buses the AIS-052 type approval certificate should be obtained by the successful tenderers and should be produced during proto type bus inspection.

g) In the event of any changes/modifications/additions that could be made by the Ministry of Road Transport and Highways or by concerned certification agencies from time to time should be adopted by the fully built bus Manufacturers (supplier) or their authorized Bus body Builders.

h) The Tender Accepting Authority at any time before passing an order of acceptance may reject all the tenders on the ground of changes in the scope of procurement, failure of anticipated financial sources, accidents, calamities, or any other grounds which would render the procurement un-necessary or impossible without assigning any reasons for cancellation.

i) Appeal: The Appellant Authority as per provision of KTPP Act of the Government of Karnataka.

j) The conditional offers will not be considered.

k) The fully built buses should conform to the CMVR/KMVR rules amended from time to time.

l) The fully built bus manufacturer should provide technical support by deputing their technical staff to the depots and Divisions of the purchaser from where their buses are being operated. The supplier should train purchaser staff regarding the daily and periodical maintenance of their make/model chassis besides giving feed back to the purchaser.

m) The supplier of fully built buses shall: Train the Body Building Builders about the critical areas of the chassis and the necessary care to be followed at the time of building the bus.

n) Train and extend the technical support to the Depot & Zone Staff of purchaser where these buses are operated, in respect of operation and maintenance of BS-VI buses at their own cost.

o) Tenderer should furnish an unified email ID applicable to all BMTC Zones/Depots for reporting the after sales issues viz., maintenance, service, warranty and claim.

p) Battery fitted to the Chassis/fully built buses shall be of reputed make and manufactured within 6 months from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects during warranty period.

q) Tyres fitted to the Chassis/fully built buses should be of reputed make and shall not be more than 6 months old from the date of acceptance of fully built buses. The tenderer shall stand guarantee against any manufacturing defects as per the tyre manufacturers Guarantee.

r) Failure to abide by the terms and conditions specified in the purchase order or the terms of Tender warrants forfeiture of security deposit and black listing of the firm for a period of 01 to 03 years.

s) Tenderer shall furnish true/correct information in tender form. In the event of furnishing incorrect information, BMTC reserves the right to black list the Tenderer for a period ranging from 1 year to three years besides forfeiture of EMD.

v) RISK PURCHASE / PENAL CLAUSE: If supplies are not made as per the delivery schedule prescribed or the revised delivery schedule intimated by the consignee, if any, the consignee will purchase such requirements from any available source and this extra expenditure incurred thereof will be recovered from the supplier's Bills due for payment or from the Security Deposit. Further the defaulted supplier has to reimburse all the liquidated damages/losses arising due to non-fulfillment of contractual obligations.

w) The fully built buses should meet the specifications as prescribed in the Tender. If the supplies do not conform to the specification and if the supplies are not effected as per mutually agreed delivery schedule, Corporation reserves the right to cancel the Purchase Order placed on the firm in part or whole.

x) The BMTC reserves the right to invoke the risk purchase clause and recovery of liquidated damages, in case the delivery of the chassis/fully built buses not effected as per the delivery schedule. The corporation also reserves the right to Black List such firms.

y) Tenderer should indicate the number of fully built buses per month which can be delivered to BMTC.

z) Sample approval: Prior approval should be obtained from BMTC for usage of bus body items like, seat fabrics and other bus body materials mentioned in Tender Specifications.

aa) The Chassis/fully built buses supplied should have been manufactured within

six months before the date of delivery to Customer point.

bb) Tenderers shall furnish the Technical Data Sheet indicating the specifications/standards/grades for lubricants to be used for repair and maintenance of the buses.

cc) OEM should provide detailed technical specification consisting of physical/ chemical properties for lubricants recommended. BMTC will use the lubricants procured from reputed oil manufacturers/ PSU's based on the physical and chemical properties recommended for lubricants by OEM, during the warranty period.

**15. Contract:**

**15.1.** The supplier should enter into an Agreement incorporating the terms and conditions of Tender/LOI on Karnataka Government Stamp Paper prescribed by the Government and should submit Bank Guarantee towards security deposit within 21 days from the date of issue of Letter of Intent. Payment towards supply of buses will not be released until the Bank Guarantee and Agreement are submitted.

## SECTION V: SCHEDULE OF REQUIREMENTS

| Serial Number | Brief Description | Unit | Quantity | Delivery schedule | EMD in Rupees |
|---|---|---|---|---|---|
| Schedule I | 218" to 222" (5537mm-5639 mm) Wheel Base BS-VI fully built city type buses | Nos | 820 | As mentioned below | Earnest money deposit amount is Rs. 3,40,30,000/- (Rs. Three crore forty lakhs and thirty thousand only) shall be submitted in the form of Bank Guarantee online (e- Bank Guarantee), the original Bank Guarantee should be submitted before opening of technical bid. |

**Delivery Schedule: The successful Tenderers has to supply the ordered quantity as per the tentative delivery schedule mentioned below by BMTC or as per the revised delivery schedule if any, furnished by BMTC.**

| Sl No | Month and year | No. of buses |
|---|---|---|
| 1 | LoI | M |
| 2 | Delivery of proto type | M+30 days |
| 3 | Delivery of first lot of 19 buses | M+45 days |
| 4 | Delivery of second lot of 200 buses | M+120 days |

| | | |
|---|---|---|
| 5 | Delivery of third lot of 200 buses | M+150 days |
| 6 | Delivery of fourth lot of 200 buses | M+180 days |
| 7 | Delivery of fifth lot of 200 buses | M+210 days |
| Total | | 820 Buses |

SECTION VI – TECHNICAL SPECIFICATION

**Note: Technical Specifications and Drawings are enclosed as Annexure –I to this Section.**

## SECTION VII : QUALIFICATION CRITERIA

(Referred to in Clause 11.2(b) of ITT)

Prequalification Condition for tenderer (chassis manufacturer)

| Sl. No. | Conditions | To furnish |
|---|---|---|
| 1 | The Tenderer should be a registered chassis manufacturer. | Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act. |
| 2 | The Tenderer should have the approval for their model of chassis from any authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989. | Should produce a Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for chassis considered for fully built buses as offered in the Tender. |
| 3 | **TURNOVER** The average annual financial turnover of the tenderer should not be less than the estimated cost of the tender (i.e Rs.340.30 Crores) during the preceding three financial years i.e. during 2020-21, 2021-22 and 2022-23. | a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for preceding three financial years.<br>b) The Tenderers should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for preceding three financial years.<br>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have |

| | | |
|---|---|---|
| | | been verified by him and that are found correct. |
| 4 | **PAST EXPERIENCE:** The Tenderer must have manufactured, tested, supplied the chassis or fully built buses up to at least 80% of the tendered quantity i.e., 656 Nos (80% of 820 Nos) chassis or fully built buses in any one of the last three financial years. i.e.2020-21, 2021-22 and 2022-23. | <u>To furnish the relevant documents for the following:</u><br>i) Purchase Orders (PO) placed by:<br>(Name & full address of the purchaser)<br><br>ii) PO Number & date.<br><br>iii) Description and quantity of goods ordered.<br><br>iv) Value of the order. |

**EVALUATION CRITERIA :**

i) Based on the lowest offered price for the fully built bus subject to fulfilling of prequalification criteria.

ii) In case of sub contracting Bus Body Building by the Tenderers, the tenderer should indicate two Bus Body Builders having the following pre-qualification criteria and the Tenderer should have an agreement with the sub contracting firm.

iii)Prequalification of the sub contracting bus body builders of the Tenderers:

| Sl. No. | Conditions | To furnish |
|---|---|---|
| 1 | Should be a registered Bus Body Builder. | Copy of the SSI or NSIC or MSME certificate or certificate of incorporation issued by registrar of companies indicating the business as a bus body builder. |
| 2 | **Accreditation Certificate:** Should have Accreditation Certificate under Rule CMVR 126 of Central Motor Vehicle Rules-1989. | Accreditation Certificate issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989 |
| 3 | **TURNOVER:** Minimum annual turnover should be Rs.30.00 Cr. in at least two financial years out of last five financial years. i.e. during 2018-19,2019-20,2020-21, 2021-22 and 2022-23. | a) Bus Body Builder should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the two financial years out of last five financial years.<br>b) Bus Body Builder should submit |

| | | |
|---|---|---|
| | | annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for the two financial years.<br>c) Bus Body Builder should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. |
| 4 | **PAST EXPERIENCE:** The Bus Body Builder must have constructed, supplied buses at least up to 25% of the tendered quantity i.e., 205 Nos (25% of 820 Nos) of fully built buses in any one of the last three financial years i.e.2020-21, 2021-22 and 2022-23. | <u>To furnish the relevant documents for the following:</u><br>i) Work Orders (WO) placed by: (Name & full address of the purchaser)<br>ii) WO Number & date.<br>iii) Description and quantity of goods ordered.<br>iv) Value of the order. |

## SECTION VIII: TENDER FORM

Date :.....

IFT No :.....`

TO: (Name and address of purchaser)

Gentlemen and/or Ladies :

Having examined the Tender Documents including Addenda Nos. *[insert numbers]*, we, the undersigned, offer to supply and deliver.....
*(Description of Goods and Services)* in conformity with the said tender documents

We undertake, if our tender is accepted, to deliver the goods in accordance with the delivery schedule specified in the Schedule of Requirements.

If our tender is accepted, we will obtain the guarantee of a bank in a sum equivalent to percent of the Contract Price for the due performance of the Contract, in the form prescribed by the Purchaser.

We agree to abide by this tender for the Tender validity period specified in Clause 14.1 of the ITT and it shall remain binding upon us and may be accepted at any

time before the expiration of that period.

Until a formal contract is prepared and executed, this tender, together with your written acceptance thereof and your notification of award, shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely “Prevention of Corruption Act 1988”.

We understand that you are not bound to accept the lowest or any tender you may receive.

We clarify/confirm that we comply with the eligibility requirements as per ITT

Clause 1 of the tender documents. Dated this ..... day of ..... 2022.

We hereby furnish the information tender processing fees, Earnest Money Deposit

(EMD) and details of the pre-qualification as under:

| | | |
|---|---|---|
| **1** | **NAME OF THE FIRM** | |
| **2** | **Tender Processing Fee Details :- to be paid through e-payment mode only** | |
| A | Mode of Payment | |
| B | Amount Rs: | As applicable |
| C | Bank Transaction No: (For NEFT / OTC ) | |
| **3 (i)** | **EMD Details :- to be paid through e-payment mode only** | |
| A | Mode of Payment | |
| B | Amount Rs: | Rs: 3,40,30,000/- (Rupees three crore , fourty lakhs and thirty thousand only) |
| C | Bank Transaction No: | In e-bank guarantee |

| | | |
|---|---|---|
| 4 | **NAME AND ADDRESS OF THE TENDERER** | |
| A | Name of the tenderer | |
| | Office Address: | |
| | Telephone Number & fax number. | |
| B | Works Address: | |
| | Telephone and Fax Number | |
| C | Name & designation of the Authorized Signatory | |
| | Phone/ Mobile Phone No. | |

| | | | |
|---|---|---|---|
| | Valid e-mail ID | | |
| D | Name of the Contact person & Designation | | |
| | Phone/ Mobile Phone No. | | |
| | Valid E-mail ID | | |
| | An unified email ID applicable to all BMTC Zones/Depots for reporting the after sales issues viz., maintenance, service, warranty and claim. | | |
| 5 | **PREQUALIFICATION INFORMATION: For fully built city buses fitted with BS-VI Engines.** | | |
| **For Tenderer (chassis manufacturer) :** | | | |
| A | **i) Only Registered manufacturers are eligible to participate** | | |
| | The Tenderer should be a registered chassis manufacturer. | Copy of Certificate of Incorporation/ Certificate obtained as per the Companies Act. | |
| B | The Tenderer should have the approval for their model of chassis from any authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989. | Should produce a Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for chassis considered for fully built buses as offered in the Tender. | |
| C | Product Description | Model/specific variant of model offered to be indicated | Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 Number and Date to be indicated |
| | 218” to 222” (5537mm-5639mm) Wheel Base BS-VI chassis considered for fully built city type buses | | |
| D | The Tenderer should have minimum Annual turnover of Rs. 340.30 Crore during the preceding three financial years 2020-21 2021-22 and 2022-23. | | |
| | **Financial year** | **Turnover in Crores** | |
| | 2020-21 | | |
| | 2021-22 | | |
| | 2022-23 | | |
| E | a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for preceding three financial years.<br>b) The Tenderers should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for preceding three financial years.<br>c) The Tenderers should enclose a verification certificate from the Chartered | | |

| | | |
|---|---|---|
| | Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| F | PAST EXPERIENCE for Chassis manufacturer: The Tenderer must have manufactured, tested, supplied the chassis or fully built buses up to at least 80% of the tendered quantity in any one of the last three financial years. | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| G | The Tenderer should furnish the name and address of the two bus body builder in case the tenderer offers for fully built buses and going in for construction of bus bodies with their sub contractors. | 1) |
| | | 2) |
| **In respect of bus body builders of the Tenderer** | | |
| H | Should be a Registered Bus Body Builder | Should produce copy of the SSI or NSIC or MSME certificate or certificate of incorporation issued by registrar of companies indicating the business as a bus body builder. |
| I | Accreditation Certificate: Should have Accreditation Certificate under Rule 126 of Central Motor Vehicle Rules-1989. | Should produce the Accreditation certificate issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989 |
| J | The Bus Body Builders should have minimum annual turnover of Rs.30.00Cr. in at least two financial years out of last five financial years. | |
| | 2018-19 | |
| | 2019-20 | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| K | a) The Bus Body Builders should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the two financial years out of last five financial years.<br>b) The Bus Body Builders should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for the two financial years.<br>c) The Bus Body Builders should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. | |
| | 2018-19 | |
| | 2019-20 | |

| | | |
|---|---|---|
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| L | The Bus Body Builder must have constructed, supplied buses at least up to 25% of the tendered quantity i.e., 205 Nos (25% of 820 Nos) of fully built buses in any one of the last three financial years i.e.2020-21, 2021-22 and 2022-23. | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| | **Documents Attached in Electronic Mode (Scanned) for Pre-Qualification (Fill Yes or No)** | |
| 6 | i) EMD Details as Section-V and Section-IX | |
| | ii) Copy of the Certification of Incorporation/ Certificate obtained as per the Companies Act. | |
| 7 | Copy of the Certificate issued by authorized testing agency listed under Rule 126 Central Motor Vehicle Rules-1989 for Chassis considered for fully built city type buses as offered in the Tender. | |
| 8 | a) Tenderers should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for preceding three financial years.<br>b) The Tenderers should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for preceding three financial years.<br>c) The Tenderers should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| 9 | The relevant documents as mentioned in the Pre-qualification criteria in respect of past experience. | |

| | | |
|---|---|---|
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| | **In respect of sun-contracting Bus Body Builders** | |
| 10 | Copy of the SSI or NSIC or MSME Certificate or Certificate of Incorporation issued by Registrar of Companies indicating the business as a sub contracting bus body builder. | |
| 11 | Copy of Accreditation Certificate Issued by the authorized testing agency listed under Rule 126 of Central Motor Vehicle Rules-1989. | |
| 12 | a) The Bus Body Builders should furnish the Audited copy of the Annual Accounts duly certified by the Chartered Accountant and the authorized signatory of the Company for the two financial years out of last five financial years.<br>b) The Bus Body Builders should submit annual GST returns acknowledged by the concerned Tax Authority along with the Pre-qualification offer for the two financial years.<br>c) The Bus Body Builders should enclose a verification certificate from the Chartered Accountant stating that the turnover details furnished in the audited statement of accounts have been verified by him and that are found correct. | |
| | 2018-19 | |
| | 2019-20 | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| 13 | Relevant documents towards constructed, supplied buses at least up to 25% of the tendered quantity i.e., 205 Nos (25% of 820 Nos) of fully built buses in any one of the last three financial years. | |
| | 2020-21 | |
| | 2021-22 | |
| | 2022-23 | |
| 14 | Section-VIII Tender form | |

| | | |
|---|---|---|
| 15 | Section-IX EMD Bank Guarantee Form | |
| 16 | Section-X, Contract Form | |
| 17 | Section-XI, Performance Security Bank Guarantee Form | |
| 18 | Section-XII, Past performance details | |
| 19 | Section-XIII, Manufacturers Authorization form | |
| 20 | Section-XV, Certification of verification issued by Chartered Accountant in the format prescribed (Separately for tenderer and sub contract bus body builders | |
| 21 | Section-XVI Power of attorney as per the format on Government Stamp Paper of Rs.20/- | |
| 22 | Section-XVII Declaration-I as per format on a Government Stamp Paper of Rs.20/- (Passing on the benefit of L1 Rate) | |
| 23 | Section-XVIII Declaration-II Land Border Sharing as per format on a Government Stamp Paper of Rs.20/- | |
| 24 | Section-XIX Declaration-III adherence to terms and conditions as per format on a Government Stamp Paper of Rs.20/- | |
| 25 | Section-XX Declaration-IV Submission of type approval as per format on a Government Stamp Paper of Rs.20/- | |
| 26 | Section-XXI Declaration-V Anti Blacklisting Certificate in the format prescribed | |
| 27 | Section-XXII Underatking in respect of HSD fuel performance Guarantee as per the format on Government Stamp Paper of Rs.20/- | |
| 28 | Adherence to Environmental Management System Checklist | |
| 29 | Section XXIII Environmental Management System | |
| 30 | Compliance to tender Specification. | |
| 31 | List of clientele with address, phone no and name of the contact persons | |
| 32 | The Tenderer has to furnish Vendors List and price list for critical and non critical items along with the Tender documents | |
| 33 | Any other documents in respect of pre-qualification and other terms and conditions of the tender. | |

| | |
|---|---|
| 34 | Signature of the Authorized Signatory with company seal |
| | Name: |
| | Designation: |
| | Date: |
| | Mobile Number: |
| | E-mail ID: |

## SECTION IX: Earnest Money Deposit (EMD) should be in the form of Bank Guarantee and same is submitted on online (e-BG)

Whereas .....1 (hereinafter called “the Tenderer”) has submitted its tender dated ..... (date of submission of tender) for the supply of ..... (name and/or description of the goods) (hereinafter called “the Tender”).

KNOW ALL PEOPLE by these presents that WE ..... (name of bank) of ..... (name of country), having our registered office at ..... (address of bank) (hereinafter called “the Bank”), are bound unto ..... (name of Purchaser) (hereinafter called “the Purchaser”) in the sum of _____ for which payment well and truly to be made to the said Purchaser, the Bank binds itself, its successors, and assigns by these presents. Sealed with the Common Seal of the said Bank this ____ day of _____ 20___.

THE CONDITIONS of this obligation are:

1. If the Tenderer

(a) withdraws its Tender during the period of tender validity specified by the Tenderer on the Tender Form; or
(b) does not accept the correction of errors in accordance with the ITT; or 2.

2. If the Tenderer, having been notified of the acceptance of its tender by the Purchaser during the period of tender validity:

(a) fails or refuses to execute the Contract Form if required; or

(b) fails or refuses to furnish the performance security, in accordance with the Instruction to Tenderers;

We undertake to pay the Purchaser up to the above amount upon receipt of its first

written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due to it, owing to the occurrence of one or both of the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including forty five (45) days after the period of the tender validity, and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the Bank)

Name of the tenderer

## SECTION X: CONTRACT FORM

**THIS AGREEMENT** made the .....day of....., 20... Between ..... *(Name of purchaser)* of ..... *(Country of Purchaser)* (hereinafter called "the Purchaser") of the one part and

..... *(Name of Supplier)* of ..... *(City and Country of Supplier)* (hereinafter called "the Supplier") of the other part :

**WHEREAS** the Purchaser is desirous that certain Goods and ancillary services viz., ..... *(Brief Description of Goods and Services)* and has accepted a tender by the Supplier for the supply of those goods and services in the sum of ..... *(Contract Price in Words and Figures)* (hereinafter called "the Contract Price").

**NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:**

1. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.

2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:
   (a) the Tender Form and the Price Schedule submitted by the Tenderer;
   (b) the Schedule of Requirements;
   (c) the Technical Specifications;
   (d) the General Conditions of Contract;
   (e) the Special Conditions of Contract; and
   (f) the Purchaser's Notification of Award.

3. In consideration of the payments to be made by the Purchaser to the Supplier as hereinafter mentioned, the Supplier hereby covenants with the Purchaser to provide the goods and services and to remedy defects therein in conformity in all respects with the provisions of the Contract.

4. The Purchaser hereby covenants to pay the Supplier in consideration of the provision of the goods and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

Brief particulars of the goods and services which shall be supplied/provided by the Supplier are as under:

| SL. NO. | BRIEF DESCRIPTION OF GOODS & SERVICES | QUANTITY TO BE SUPPLIED | UNIT PRICE | Total Price | DELIVERY TERMS |
|---|---|---|---|---|---|
| | | | | | |

**TOTAL VALUE:**

**DELIVERY SCHEDULE:**

**IN WITNESS** whereof the parties hereto have caused this Agreement to be executed in accordance with their respective laws the day and year first above written.

Signed, Sealed and Delivered by the

said.....(For the Purchaser)

in the presence of:.....

Signed, Sealed and Delivered by the

said.....(For the Supplier)

in the presence of:.....

## SECTION XI. PERFORMANCE SECURITY BANK GUARANTEE FORM

### BANK GUARANTEE NO.

In consideration of Bangalore Metropolitan Transport Corporation ( herein after called " The B.M.T.C.") having agreed to exempt M/s. ---------- ( herein after called " The said contractor") from the demand of Security Deposit in cash, under the terms and conditions of an Letter of Intent (LOI) dated …….. made between B.M.T.C. and M/s. …… (herein after called " The said Agreement") for supply of ……. for the due fulfillment by the said contractor, of the terms and conditions contained in the said agreement, on production of a Bank Guarantee for Rs……..

1. We …… (herein after referred to as "The Bank") at the request of M/s…… Contractor(s) do hereby undertake to pay to B.M.T.C. an amount not exceeding Rs…….. against any loss or damage caused to, or suffered or would be caused to the B.M.T.C. by reason of any breach of any of the terms and conditions contained in the said Agreement by the said Contractor (s).

2. We …… do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the BMTC stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the B.M.T.C. by reason of breach by the said Contractor (s) of any of the terms and conditions contained in the said agreement or by reason of the contractor(s) failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs……..

3. We undertake to pay to the BMTC any money so demanded up to the guaranteed amount notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this guaranty being absolutely and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We…… further agree that guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues to the BMTC under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged till……. or till the Chief Mechanical Engineer of BMTC certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before ……. we shall be discharged from all liability under this guarantee thereafter.
5. We…… further agree with the BMTC that the BMTC shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of

the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the BMTC against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Contractor(s) or for any forbearance act of omission on the part of the BMTC or any indulgence by the BMTC to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This Guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).

7. The validity of the Bank Guarantee will be extended further till the time the last bus against the order completes the terms of the warranty clause.

8. Notwithstanding anything contained herein:
   i) Our liability under this Bank Guarantee shall not exceed Rs.....
   ii) This Bank Guarantee will be valid up to.....
   iii) Last date of claim if any will be valued upto.....
9. We are liable to pay up to the Guarantee amount only and only if we receive from you a written claim or demand not later than..... All your rights as well as our liability under this Bank Guarantee shall stand extinguished unless a written claim or demand is made under this guarantee on ..... at .....
10. We..... lastly undertake not to revoke this guarantee during its currency except with the previous consent of the BMTC in writing.

Date:

BANKERS SEAL & SIGNATURE

## SECTION XII

(Please see Clause 11.2(b) of Instructions to Tenderers)

**Performa for Performance Statement for the last Five years**

IFT No……. Date of Opening…… Time …… Hours

**For chassis Manufacturer**

Name of the Firm: ……

| Orders placed by (full address of purchaser) | Order No. and date | Description and quantity of goods ordered | Value of order | Date of completion of delivery as per contract/ actual | Remarks indicating reason for late delivery, if any | Has the goods / equipment been satisfactorily functioning (attach a certificate from the purchaser) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |

**For Bus body Builder**

**Name of the Firm: ……**

| Orders placed by (full address of purchaser) | Order No. and date | Description and quantity of goods ordered | Value of order | Date of completion of delivery as per contract/ actual | Remarks indicating reason for late delivery, if any | Has the goods / equipment been satisfactorily functioning (attach a certificate from the purchaser) |
|---|---|---|---|---|---|---|
| | | | | | | |
| | | | | | | |

## SECTION XIII:- MANUFACTURERS' AUTHORIZATION FORM*

(Please see Clause 11.2(a) of Instructions to Tenderers)

No. dated

To

Dear Sir:

IFT No.

We _____ who are established and reputable manufacturers of _____(name and description of goods offered)having factories at _____ (address of factory)do hereby authorize M/s _____(Name and address of Agent)to submit a tender, and sign the contract with you for the goods manufactured by us against the above IFT.

No company or firm or individual other than M/s _____ are authorized to tender, and conclude the contract for the above goods manufactured by us, against this specific IFT. (This para should be modified in simple items where manufacturers sell the product through different stockists.)

We hereby extend our full guarantee and warranty as per Clause 14 of the General Conditions of Contract for the goods and services offered for supply by the above firm against this IFT.

Yours faithfully,

(Name)

(Name of manufacturers)

Note: This letter of authority should be on the letterhead of the manufacturer and should be signed by a person competent and having the power of attorney to legally bind the manufacturer. It should be included by the Tenderer in its tender.

* Modify this format suitably in case where manufacturer's warranty and guarantee are not applicable for the items for which bids are invited.

## SECTION XIV-PROFORMA FOR EQUIPMENT AND QUALITY CONTROL EMPLOYED BY THE MANUFACTURER

**(Not applicable)**

## SECTION XV - CHARTED ACCOUNT CERTIFICATE

**Sub:** Supply of fully built City type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No: T-_____ Dated: _____

### Certificate of Verification by the Chartered Accountant:

We hereby certify that the turnover furnished by M/s_____ for the preceding continues three years i.e 2019-2020, 2020-2021 & 2021-22 is as detailed below and as furnished in the enclosed statement of accounts is verified by us and found correct.

| Year | Rs. In Lakhs |
|---|---|
| 2020-21 | |
| 2021-22 | |
| 2022-23 | |

(*) For preceding continuous three years

**Chartered Accountant**

[Signature with seal]

## SECTION XVI – FORMAT OF POWER OF ATTORNEY

### FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

*(On Non – judicial stamp paper of Rs.20/- or such equivalent amount and document duly attested by notary public)*

**Sub:** Supply of fully built city type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref: Tender No. T-_____ Dated: _____**

*****

**Power of Attorney**

Know all men by these presents, we …… (name of the supplier and address of the registered office) do hereby constitute, appoint and authorize Mr. / Ms…… …… (name and residential address) who is presently employed with us and holding the position of …… as our true and lawful attorney (hereinafter referred to as the "attorney"), to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to submission of our Proposal for the Tender No: T-_____ dated: /08/2022 including signing and submission of the Proposal and all accompanying documents, attending the pre-bid meeting, providing information/responses to [Name of Authority], representing us in all matters before [Name of Authority], if selected, undertaking negotiations with [Name of Authority] prior to the execution of the Contract and generally dealing with [Name of Authority] in all matters in connection with our Proposal.

We hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things done or caused to be done by our said attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, ……., THE ABOVE-NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS …… DAY OF ……., 20……

**For** ……

(Signature)

(Name, Title and Address)

**Accepted**

…….(Signature)

(Name, Title and Address of the Attorney)

## SECTION XVII – LOWEST RATE DECLARATION

**Declaration-I**

(Proforma of Declaration to be furnished on a
Government Stamp Paper of Rs. 20/-)

The Chief Mechanical Engineer,
BMTC, Central Offices,
K.H. Road, Shanthinagar,
BANGALORE-560 027.

Sir,

**Sub:** Supply of fully built City type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No. _____DTd_____.

*****

**We hereby declare that the rates quoted by us against your tender cited under reference above are the lowest.**

We also undertake and declare that we will not supply the above fully built city buses fitted with BS-VI Engines as per tender specification to anybody at a rate lesser than the rate quoted to you against your above cited tender for the **next one year**. If we quote/offer a lesser rate in the **next one year**, we here by agree to pass on the financial benefit to purchaser.

The list of customers with address and phone number, Fax number, email address, name of contact person of the company/organization to whom the supply made by us during the last one year is enclosed herewith.

Signature of the authorized signatory.
Designation.

Date Seal of the Company.

## SECTION XVIII – REGARDING LAND BORDER SHARING DECLARATION

**(Restrictions on public procurements from bidders of such country/countries which shares a Land Border with India)**

**Sub:** Supply of fully built city type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No: _____dtd._____

******

In addition to the prequalification criteria, evaluation criteria and other terms & conditions specified in Annexure-B and Annexure-B-1, the following Eligibility Clauses and Sub Contract Clauses have been incorporated in the tender as per the GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020, Orders (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated: 25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and O.M No. F.12/1/2021 – PPD)Pt), dated: 02-03-2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 25-08-2020, FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021 and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

| **Sl. No.** | **Clauses** |
|---|---|
| 1 | Any bidder from a country which shares a land border with India will be eligible to |

| | |
|---|---|
| | bid in this tender only if the bidder is registered with the Competent Authority. |
| 1.1 | "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated herein before, including any agency branch or office controlled by such person, participating in a procurement process. |
| 1.2 | "Bidder from a country which shares a land border with India" for the purpose of this Order means: - An entity incorporated, established or registered in such a country; or |
| | a. A subsidiary of an entity incorporated, established or registered in such a country; or |
| | b. An entity substantially controlled through entities incorporated, established or registered in such a country; or |
| | c. An entity whose beneficial owner is situated in such a country; or |
| | d. An Indian (or other) agent of such an entity; or |
| | e. A natural person who is a citizen of such a country; or |
| | f. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above |
| 1.3 | The beneficial owner for the purpose of above clause will be as under:<br>(i) **In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.**<br><br>Explanation –<br>a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five per cent. Of shares or capital or profits of the company;<br>b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements; |
| | (ii) **In case of a partnership firm, the beneficial owner is the natural** |

| | |
|---|---|
| | **person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;** |
| | (iii) **In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of or entitlement to more than fifteen percent of the property or capital or profits of such association or body of individuals;** |
| | (iv) **Where no natural person is identified under (i) or (ii) or (iii) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;** |
| | (v) **In case of a trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.** |
| 1.4 | An Agent is a person employed to do any act for another, or to represent another in dealings with third person. |
| 1.5 | A certificate for having read the above clauses is required to be submitted/ and uploaded by the tenderer separately as per format at Declaration – II (to be downloaded and uploaded to the e-procurement portal duly signed and attached to hard copies of the tender documents. |
| 1.6 | In case of Work contract including turnkey contract.<br>The successful bidder will not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the Competent Authority. A declaration to be submitted during submission of tender as per Declaration – II. |
| 1.7 | (i) A bidder is permitted to procure raw material, components, subassemblies etc. from the vendors from countries which shares a land border with India. Such vendors will not be required to be registered with the Competent Authority, as it is not regarded as "sub-contracting".<br>(ii) However, in case a bidder has proposed to supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India, such vendor will be required to be registered with the Competent Authority. |

| | |
|---|---|
| | (iii) **Procurement of Spare parts and other essential service support like Annual Maintenance Contract (AMC)/ Comprehensive Maintenance Contract (CMC) including consumables for closed systems, from original equipment Manufacturers (OEMs) or their Authorized agents, shall be exempted from the requirement of registration.** |

In this regard, the bidders are requested to download the Declaration-II (Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India) and to be uploaded to e-procurement portal duly sealed and signed and also, the same to be attached along with hard copies of the tender documents.

## SECTION XVIII – REGARDING LAND BORDER SHARING DECLARATION...Continued

**DECLARATION – II**

**Compliance Certificate regarding restrictions on public procurements from bidders of countries which shares a Land Border with India**

**(to be furnished on a Government Stamp Paper of Rs. 20/-)**

The Chief Mechanical Engineer,
BMTC, Central Offices, K.H. Road,
Bengaluru-560 027

Sir,

**Sub:** Supply of fully built City type buses fitted with BS-VI Engines required for Bangalore Metroplitan Transport Corporation (BMTC).

**Ref:** Tender No: _____ Dated: _____

*****

We have read the clauses regarding restrictions on procurement from a bidder of a country which shares a land border with India (GoI Letter No. F.No. 6/18/2019 -PPD dtd: 23.07.2020 Order (Public Procurement No. 1 and 2) dated 23.07.2020 & Order (Public Procurement No. 3) dated 24.07.2020, Orders of GoK vide No. FD 455 Exp-12 2020 Bengaluru Dated:25.08.2020, GoI OM vide No. F.No. 18/37/2020-PPD dtd: 08.02.2021 and GoK circular vide No. FD 455 Exp-12/2020 Bengaluru Dtd: 10.03.2021and FD 455 Exp-12/2020 Bengaluru Dtd: 29.03.2021.

i. I/ We certify that, we are not from such a country which shares a land border with India and we are eligible to be considered.

Or

I/ We declare that, we are from such a country or countries which shares a land border with India and we have been registered with the Competent Authority and certify that, we fulfill all requirements in this regard and are eligible to be considered. A copy of the valid registration by the Competent Authority is enclosed along with this declaration for Evidence.

ii. We declare that, we will not sub-contract any work to a contractor from such country or countries which shares a land border with India unless such contractor is registered with the Competent Authority in case the work order is released on us. We fulfill all requirements in this regard and is eligible to be considered. (A copy of the valid registration issued by the Competent Authority to be enclosed if applicable)

iii. We declare that, we will not supply finished goods procured directly/ indirectly from the vendors from the countries sharing land border with India unless such vendor is registered with the Competent Authority.

iv. We aware of the fact that, if the information provided by us in this certificate/ declaration is found to be false at any stage, this would be a ground for immediate termination of order/ contract/ LoI and further legal action against us in accordance with law.

v. We are aware that, such registration with Competent Authority should be valid at the time of submission of bids and at the time of acceptance of bids.

**Signature of the Authorized Signatory.**

**Name:**

**Designation:**

**Mobile No:**

**E-Mail ID:**

**Date:**

**Seal of the Company**

## SECTION XIX – ADHERENCE TO TERMS AND CONDITIONS

**DECLARATION-III**

**(to be furnished on a Government Stamp Paper of Rs.20/-)**

**Sub:** Supply of fully built City type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No. _____ Dated: _____

******

1) We declare that, we have not been blacklisted/barred from participating in the tender(s) by any of the Government Organization/Public Sector undertaking for breach of contract during last four years. Further we have not been declared ineligible for corrupt and fraudulent practices issued by any of the State Government/Government of India/Union Territory.

2) We hereby declare that, all the particulars furnished by us in this tender are true to the best of our knowledge and we accept that, if at any stage, the information furnished is found to be incorrect or false, we are liable for disqualification from this tender and also liable for any penal action that may arise due to the above.

3) The rates quoted in the e-procurement portal are final and we agree to hold the same till the completion of the supply of complete order quantity.

4) We agree to furnish Security Deposit as per terms and conditions within 10 days from the date of issue of Letter of Intent. We agree to extend the validity of the Bank Guarantee/Security deposit unconditionally incase needed as per the requirement of BMTC.

5) We agree to abide by the payment clause i.e. 100% payment within 30 working days from the date of supply and acceptance of vehicles by BMTC subject to submission of security deposit. We are aware that the security deposit will be refunded/returned only after complete settlement of all claims.

6) We undertake to fulfill all the statutory requirements.

7) We undertake to supply the ordered quantity as per the mutually agreed delivery schedule.

8) We are aware of the fact that, any conditional offer/counter conditions (Technical or Financial bid) shall lead to rejection of our tender.

9) We undertake to abide by all the terms and conditions of tender, in case of violation of any of the Terms and conditions of the tender, we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorised Signatory.

Name:
Designation:
Mobile No:
E-mail ID:
Date:
Seal of the company.

## SECTION XX – SUBMISSION OF TYPE APPROVAL

**DECLARATION-IV**

**(to be furnished on a Government Stamp Paper of Rs.20/-)**

**Sub:** Supply of fully built City type buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No. _____ Dated: _____

****

1) We declare that, we will submit the type approval certificate for our model of fully built city type bus issued by authorized agency listed under Rule 126 CMVR-1989.

2) In case of non submission of above certificates, we are liable for any penal action that may arise due to the above including cancellation of contract and invocation of Risk Purchase Clause of and we understand that, we are liable to be barred by BMTC for participating in future two tenders.

Signature of the Authorised Signatory.

Name:

Designation:

Mobile No:

E-mail ID:

Date:

Seal of the company.

## SECTION-XXI

**Declaration-V**

# Anti-Blacklisting Certificate

{Notarization is required}

Format of self certificate stating that the Entity/Promoter/s / Director/s of Entity are not blacklisted Anti-Blacklisting Certificate

M/s. ..... (Name of the Bidder), (the names and addresses of the registered office) hereby certify and confirm that we or any of our promoter/s / director/s are not barred by State Government / any other Government entity or blacklisted by any state government or central government / department / Local Government / agency in India or from abroad from participating in Project/s, as on the 23/08/2022, 17.30 Hours.

We further confirm that we are aware that our Application for the captioned Project would be liable for rejection in case any material misrepresentation is made or discovered with regard to the requirements of this Tender at any stage of the Biding Process or thereafter during the agreement period.

Dated this .....Day of ....., 20__

Name of the Bidder

Signature of the Authorized person

Name of the Authorized Person

## SECTION-XXII

## FUEL PERFORMANCE GUARANTEE UNDERTAKING

(Proforma of Undertaking to be furnished on a
Prescribed value of Government Stamp Paper)

# **Undertaking:**

## GUARANTEE ON FUEL PERFORMANCE:

The Supplier shall be responsible for guarantee on fuel (HSD) performance for the Chassis/fully built buses supplied under this Contract. Method of calculation of fuel performance i.e. High Speed Diesel Kilometre per Litre (HSD KMPL) is as below:

a) The BS-VI fully built bus supplied under this tender shall achieve a target HSD KMPL of **4.14** and the shortfall in the KMPL performance of these buses will be calculated as described at below point (e.)
b) The KMPL achieved by the buses which are less than the targeted KMPL are referred as low KMPL buses and details of such low KMPL buses will be communicated to OEM periodically i.e. 15th of every month by the respective zones/ Central Offices for the purpose of improving the fuel performance.
c) The Supplier shall also keep watch on the fuel performance of buses after the fixation of target KMPL and collect information periodically through its field executives from the divisions, where the buses are deployed and operated, for the purpose of monitoring the KMPL and also to attend to such vehicles whose fuel performance is less than the target fixed.
d) The Tenderer should attend to low KMPL vehicles and ensure that these vehicles achieve the stipulated targeted HSD KMPL during the warranty period of 3 years from the date of commissioning of the buses as part of this Fuel Performance Guarantee clause.
e) At the end of the warranty period of each bus, the cumulative KMPL of the bus will be worked out and the cumulative HSD KMPL performance of all the buses in the zones at the end of the warranty period will be compared with the targeted KMPL and if the cumulative KMPL is less by 2% or more compared to the Targeted HSD KMPL, the Corporation will have the right to invoke the “Guarantee on fuel performance clause” to recover the cost of excess consumption of HSD due to low fuel performance during the warranty period from the Security Deposit or from any pending amount with the Corporation.
f) Average Cost of HSD during the Warranty period will be considered for calculating the additional cost incurred due to excess consumption of HSD in cases where KMPL performance is less by 2% or more.
g) Based on the above procedure, the BMTC Central Offices/zones will work out the HSD KMPL performance of all the buses supplied under this Purchase Order, within three months after the completion of the warranty period and calculate the excess consumption of HSD in ltrs. due to shortfall in KMPL & the cost incurred thereof in INR and intimate to the office of CME.

Place:

Date:

SIGNATURE:……

**NAME OF THE SUPPLIER**
SEAL OF THE FIRM / TENDERER

**ADHERENCE TO ENVIRONMENTAL MANAGEMENT SYSTEM**

**Check list**

**Name of the Tenderer**

**Sub:** Pre-qualification details for supply of fully built buses fitted with BS-VI Engines required for Bangalore Metropolitan Transport Corporation (BMTC).

**Ref:** Tender No: _____ Dated: _____

| Sl. No. | Points to be checked | Status (Yes or No) | Remarks | Hints/Suggestions |
|---|---|---|---|---|
| 1 | Do you have processes that have significant impact on environment? List them in the remarks column | | | 1. Heat treatment<br>2. Surface derangement.<br>3. Foundry |
| 2 | Do you use hazardous chemicals/ materials? List them in the remarks column | | | Chemical/listed /falling under the criteria given in the hazardous chemicals Rules-1989 |
| 3 | Leakage/spillage of oils and chemicals in the work environment. | | | Good housekeeping ensures minimum impact on the environment |
| 4 | Have you obtained consent from statutory authorities? | | | Consent under the Water& Air Acts & authorization under the hazardous wastes Rules(if applicable)from the pollution control board |
| 5 | Have you introduced air pollution control measures? List them in the remarks column | | | Air pollution control measure(if required) like dust collector, scrubbers etc., |
| 6 | Are Hazardous wastes generated from the process? | | | Hazardous wastes listed in the schedules of Hazardous wastes Rules-1989 |
| 7 | Do you facility for the storage/disposal of Hazardous wastes? | | | Hazardous wastes like effluent treatment sludge, sludge from plating baths, spent oils, solvents etc. |
| 8 | Do you have any | | | |
| a | Plans to reduce the waste generated | | | Reduce, Recycle and Reuse |
| b | Noise level control measures | | | Acoustic enclosures |

| | | | | |
|---|---|---|---|---|
| c | Plans to conserve natural resources | | | Water and energy conservation measures |
| d | Emergency preparedness and response plan | | | Emergency preparedness in case of fire, accidents etc., |
| 9 | Are employees regularly kept informed and trained in environmental protection issues. | | | Awareness programmes |

**Tenderer seal and signature.**

## Section-XXIII ENVIRONMENTAL MANAGEMENT SYSTEM

To,

Dear Sir,

Sub: Environmental management system

Environmental protection is one of the basic corporate principles at BMTC .We are striving to minimize the negative impacts of our activities on the environment to preserve vital resources through conservation measures. The efforts associated with these objectives do not end our premises .Effective environmental protection can only be ensured in co operation with you and your subcontractors. Hence we would like to ask you to participate actively on our efforts in the direction by ensuring the following in your activities.

1. All preferred suppliers be certified for ISO 14001:2004 and essential suppliers should established the evidence of meeting the requirement of IS014001:2004 through customer /third party assessment /audit by BMTC.
2. Implementation of green procurement to minimized global environment impacts through purchase of goods, which are environmental friendly.
3. The usage of material cadmium ,mercury. lead and **hexavalent** chromium is restricted.
4. Adherence to all relevant provisions under the environment protection laws.
5. Conservation of vital resources.
6. Reduction /Elimination in th use of hazardous substances in the manufacturing activity.
7. Reduction in generation of hazardous and non hazardous wastes from the manufacturing activity.
8. Best management practices –As per Annexure-1

   In case of any clarification, please contact the company MR/PUR/.Dept pleas confirm whether you have already implemented these steps, or provide the feedback on planned implementation schedule.

Thanking you very much for your support.

Yours faithfully.

Annexure-1

Best Management Practices Eco Friendly Occupational Health & Safety:

- Conservation Electrical energy.
- Switch off the machine or process consuming power during non opration hours.
- Reuse the treated water for gardening.
- Treat the used coolant & separate water soluble oil before its disposal.
- Obtain material safety data sheet from the chemical supplier, which provides information such as the chemical composition, hazard identification, first aid measures ,fire fighting measure. Accident releasing measures, Handling & storage, Exposure controls /Personnel protection, physical &chemical properties, stability and relatively data, ecological information ,disposal consideration. Transport information etc.
- Segregate the waste at source of generation, collect & store separately.
- Plant saplings & develop landscaping within the premises.
- Harvest solar energy for hot water application.
- Harvest the rainwater recharge the ground eater into the open well/ tube well.
- Store flammable substances away from source of heat ,sparks or flams.
- Store gas cylinders in vertical position and chained its falling.
- Ensure the cylinder valve is protected with safety cap.
- Re-Use one side used paper.
- Prevent oil spillage on floor.
- Optimize the consumption of oil, fix the frequency of replacement base on quality checks.
- Identify the safe assembly place, escape routes /emergency exit.
- Identify the place for everything & everything in its place.
- Identify the separate path for walkway & material movement.
- Chlorinate your drinking water.
- Identify the place for the raw material finished products.
- Maintain the good housekeeping.
- Display work instructions & conduct training to the employees.
- Provide personal protective equipment to the employees, earplug/mufflers for noise area, respirator for furores, dust mask, gloves, goggles & safety shoes.

**Chief Mechanical Engineer**